BalataData

BALATA DATA MAINTENANCE MASTER CUSTOMER SUPPORT TERMS AND CONDITIONS

THIS MASTER CUSTOMER SUPPORT TERMS AND CONDITIONS ("AGREEMENT" OR "MSA") IS TO ACT AS THE GOVERNING DOCUMENT FOR ALL ADVANCE REPLACEMENT CONTRACT HARDWARE SUPPORT PLAN(S) SOLD BY "**BALATA DATA**" (Balata Data) WITH ITS OFFICES AT **3480 PEACHTREE RD, FLOOR 2, SUITE 110, ATLANTA, GA 30326, USA**, TO:

1. Definitions: In this Agreement, the following definitions shall apply:
    1.1. "Advance Hardware Replacement Support Plan" means an advance hardware replacement support plan as described in Appendix A that has been purchased by Customer.
    1.2. "Agreement" means (1) these Customer Support Terms and Conditions (EUSTC) and Appendix A.
    1.3. "Authorized Reseller" means an authorized reseller of Balata Data Hardware, so authorized in exchange for its agreement to resell only such Balata Data Product that it has purchased either directly from Balata Data or from an Balata Data authorized distributor.
    1.4. "Business Day" in connection with a particular TAC facility, Service Manager or other Balata Data resource supporting Balata Data Services means Monday through Friday, 8:00 a.m. to 5:00 p.m., in the time zone where such resource is located, excluding local holidays.
    1.5. "Documentation" means operating manuals, user instructions, technical literature and other written materials ordinarily provided by Balata Data with Product or Service.
    1.6. "Customer" means the person or organization that originally purchases Hardware or Services from Balata Data for use in such an organization's own business operations and not for future distribution or sale.
    1.7. "Hardware or Product" means tangible systems, assemblies, components, accessories, and like tangible goods that Balata Data has released for sale and spare parts therefor available from Balata Data for use in repairing or replacing Hardware that is defective.
    1.8. "TAC" means Technical Assistance Center in the applicable geographic region.
    1.9. "Balata Data" means: (a) Balata Data and/or its authorized service representative(s) if services will be provided in Europe, the Middle East, Africa, or the Asia Pacific Rim, North America, Central America or South America.
    1.10. "Balata Data Services" means services purchasable by Customer from Balata Data or its Authorized Reseller and to be rendered by Balata Data for Customer and which are listed in the quotation(s) from Balata Data. For avoidance of doubt, Balata Data does not include Resident Engineering, Resident Consultant or other professional services including onsite presence of Balata Data personnel.
    1.11. "OEM" means Original Equipment Manufacturer an organization that makes Products from component parts from itself and other organizations to produce a finished Product.
    1.12. "Problem Resolution" means resolution to a Problem that (i) causes Software and/or Hardware to substantially conform with the relevant Documentation; and/or (ii) restores the service and operation of Product without a material loss of functionality.
    1.13. "Problem" means a Priority 1 Problem, Priority 2 Problem, Priority 3 Problem, or Priority 4 Problem as defined in Appendix A, Sections 4(4)(1) through 4(4)(4).
    1.14. "Problem Report" means a description of the Problem encountered when Customer submits a request to Balata Data for technical support. Each Problem Report will include a description of how to replicate the condition that brought about the Problem whenever possible, all available diagnostic information, and a priority level as mutually determined by Customer and Balata Data consistent with the Problem priority levels defined herein. Customer shall submit Problem Reports consistent with the Problem Report template which can be found in the TAC Case Submittal tool. All Problem Reports will constitute Balata Data confidential information irrespective of who generated the report.
    1.15. "Product(s) or Equipment" means the OEM Hardware, Software and Documentation, or any part thereof, that is covered under valid and active Balata Data Support Service Contract ID purchased by Customer from Balata Data or an Authorized Reseller.
    1.16. "SDO" means Support Definitions and Obligations provided to Customer in Appendix A.

1.17. "Service Contract" means any bundle of Balata Data or OEM Services purchasable by Customer that are offered by Balata Data to Customers for applicable Services Contract term.

1.18. "Site" means the Customer physical location where the Hardware is installed.

1.19. "Software" means the machine-readable object code licensed and delivered by OEMs to Customer under applicable and authorized OEM license agreements.

1.20. "Software Release" means a new Production release of Software made generally available by OEMs for use by Customers.

1.21. "Work-Around" means a temporary resolution of a Problem that restores the service and operation of a Product without material loss of functionality. A Work-Around may consist of a patch or instructions on how to avoid a Problem.

1.22. "Telepresence" means video conferencing equipment, either bought at the component level (e.g. Codecs, speakers, cameras, etc.) or bundled units where all components for video conferencing capabilities are contained as a bundled set of products under a single stock keeping unit (SKU). Refer to Appendix C of this document for specific Service Definition parameters regarding Balata Data's Telepresence support.

2. Support Fees

2.1. Annual Fee. In consideration for the Support, Customer shall pay to Balata Data an annual fee as provided by Balata Data in the accepted quotation(s). By issuing a purchase order to Balata Data for Support, Customer agrees to be bound by the terms and conditions of this Agreement.

2.2. Renewal. Balata Data will notify the Customer at approximately 90, 60 and 30 days before their current agreement is to expire to determine the equipment that will comprise the renewal. If Customer wishes to continue receiving Support, then Customer shall provide a purchase order to Balata Data to match the quotation on or before the expiration date. Upon receipt, Customer shall be invoiced in accordance with the terms of this Agreement.

2.3. Purchase Orders. Terms and conditions contained in Customer purchase orders shall have no binding effect on Balata Data.

2.4. Taxes. All prices payable under this agreement are exclusive of tax.

2.5. Invoices must contain a valid purchase order number issued by Customer.

2.6. Customer shall pay BALATA DATA thirty days after receipt of an undisputed invoice. Customer may dispute charges on an invoice by providing oral or written notice to BALATA DATA within thirty (30) days of receiving the invoice. In order to be entitled to payment for non-disputed amounts, BALATA DATA must submit an adjusted invoice which does not contain any disputed amounts. Payment of an invoice without asserting a dispute is not a waiver of any claim or right. Failure to dispute an invoiced amount within the 30-day period shall not be deemed a waiver of any claim unknown to Customer at the time.

3. Confidential Information and Indemnification

3.1. "Customer Confidential Information" means any and all confidential and proprietary information, whether oral or recorded in any form or medium, concerning the Customer, its affiliates, subsidiaries, subscribers, members, applicants or other contractors performing work for the Customer, including, but not limited to, the terms and conditions of this Agreement

3.2. Nondisclosure. During and after the term of this Agreement, neither party will disclose Confidential Information of the other party to third parties nor use Confidential Information for any purpose whatsoever except as authorized in this Agreement. Balata Data is authorized to use Customer Confidential Information only to perform Services under this Agreement. Customer may disclose any project deliverable, regardless of whether it is Balata Data Confidential Information, to its employees, agents, and contractors under an obligation to maintain confidentiality. Balata Data may only disclose Customer Confidential Information to its employees, agents, and contractors who (a) have a reasonable and legitimate need to know, and (b) are under an obligation to maintain confidentiality. The use of the Customer Confidential Information must be limited solely to performing Services under this Agreement for which the Confidential Information relates until those Services are fulfilled Services are terminated.

3.3. Cooperation. Balata Data warrants that it has entered into a recent nondisclosure agreement of sufficient scope to cover all Customer Confidential Information and Know-How with each of its Balata Data personnel who will have or

may have access to Customer's Confidential Information that adequately protects Customer's Confidential Information. Balata Data will fully assist Customer in all matters relating to the protection from unauthorized use or disclosure of Confidential Information, including, without limitation, reminding Balata Data personnel of their nondisclosure obligations during employment and at exit interviews, notifying Customer immediately upon the discovery of any actual or alleged breach of any of Balata Data's personnel's obligations, and providing all reasonable assistance to Customer in any proceeding brought by Customer to prevent disclosure or further disclosure of Confidential Information.

4. Proprietary Materials; Information Provided by Others
    4.1. Customer hereby grants to Balata Data, and Balata Data hereby accepts, access to and use of Customer's and/or its third-party licensor's proprietary materials (the "Licensed Materials") solely for purposes of providing Support. Customer warrants and represents that it has, or will use commercially reasonable efforts to obtain, the right and authority to grant such access to and use of all Licensed Materials to Balata Data hereunder. Balata Data shall not make any copies, distribute, reproduce, modify, transmit, reverse engineer, disassemble, decompile, prepare derivative works, of the Licensed Materials, except as necessary to provide Support and as approved by Customer.
    4.2. Balata Data agrees not to remove, obscure or obliterate any copyright notice, trademark or other proprietary rights notices placed on or contained in any Licensed Materials.
    4.3. Balata Data will be entitled to rely on the accuracy and completeness of information prepared and/or provided by Customer. Balata Data shall not be liable to Customer or any third party for any injury or loss arising from errors, omissions, or inaccuracies in documents or other information that is provided by Customer.

5. Nothing in this Agreement shall prohibit or limit either party's use or disclosure of the U.S. Federal income tax treatment and U.S. Federal income tax structure of any transaction contemplated by this Agreement and all materials of any kind (including opinions or other tax analyses) that are provided to it relating to such tax treatment or tax structure, except where confidentiality is necessary to comply with applicable federal or state securities laws.

6. LIMITATION OF LIABILITY IN NO EVENT WILL EITHER PARTY BE LIABLE FOR (A) ANY DAMAGES RESULTING FROM LOSS OF USE, DATA, OR PROFITS, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE HARDWARE IN EXCESS OF THE TOTAL AMOUNTS PAID OR PAYABLE UNDER THIS AGREEMENT, OR (B) ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES.

7. Term and Termination
    7.1. Initial Term. This Agreement shall be binding upon Balata Data, and the initial term of this Agreement shall commence, on the date of acceptance by Balata Data of an order. Support will commence on the date mutually agreed upon by the parties and continue for a period of one year thereafter, or, if Customer initially pays for more than one year of Support in advance, then the initial term of this Agreement shall continue for the specified number of years of Support initially purchased by Customer. Terms less than one year must be mutually agreed upon by Customer and Balata Data.
    7.2. Termination for Breach. If either party breaches a provision of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach, the non-breaching party shall have the right to terminate this Agreement at any time; provided if a breach cannot be cured within 30 days but is capable of cure, the breaching party shall not be in default if, within 30 days of receiving notice of breach, in good faith, it begins and continues to attempt to cure the breach. In such case, the breaching party shall have a reasonable time to cure the breach before being in default.
    7.3. Prorated Refund or Termination Costs. Cancellation requests require a 30-day written notice to Balata Data. Unless otherwise agreed immediate cancellations are not accepted.
    7.4. Survival. The provisions of Section 2(4), 3, 4, 6 and 8 shall survive termination hereof for any reason along with the provisions of Appendix A, Section 2(6).

8. Miscellaneous

BalataD🌱ta

8.1. <u>Applicable Law.</u> This Agreement and any claims arising under or related to, will be governed by the laws of the State of Georgia without regard to the conflict of law provisions thereof. The state and federal courts within Fulton County, Georgia, except that either party may seek equitable relief in any court of competent jurisdiction to protect its Confidential Information from misappropriation or disclosure by the other party.

8.2. <u>Entire Agreement.</u> The terms and conditions contained in this Agreement and its Appendices constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all previous agreements and understandings, whether oral or written, between the parties hereto with respect to the subject matter of this Agreement and no agreement or understanding varying or extending the same shall be binding upon either party unless in a written document signed by both parties.

8.3. <u>Force Majeure.</u> Neither party shall be liable to the other for any delay or failure to perform under this Agreement arising out of a cause beyond its control including, but not limited to, fires, floods, earthquakes, or acts of God. Notwithstanding the foregoing, the party whose performance is delayed or prevented shall make commercially reasonable efforts to perform as soon as practicable following the cessation of the Force Majeure event. In the event that the force majeure event continues for a period of 30 days, then Customer may terminate this Agreement immediately upon notice to BALATA DATA without penalty.

8.4. <u>Notice.</u> Any notices required or permitted by this Agreement shall be in writing and sent to the following:

If to Balata Data:

Balata Data	Customer:
Attention: Erika Owens	Attention:
3840 Peachtree Rd, Fl 2, Suite 110	
Atlanta, GA 30326	

8.5. <u>No Waiver.</u> The failure of any party to enforce any of the terms of this Agreement shall not constitute a waiver of that party's right thereafter to enforce each and every term of this Agreement.

8.6. <u>Counterparts.</u> This Agreement may be executed in two or more counterparts, each of which shall be an original instrument, but all of which shall constitute one and the same agreement.

8.7. <u>Invalidity.</u> If any portion of this Agreement is held invalid, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement, and the parties shall seek in good faith to agree to substitute for invalid provisions a valid provision that most closely approximates the economic effect and intent of the invalid provision.

8.8. <u>Complete Agreement; Modifications.</u> This Agreement, including documents incorporated herein by reference, constitutes the entire understanding and contract between the parties and supersedes all prior agreements, commitments or representations, oral or written related to the provision of Balata Data Services to Customer. The terms and conditions of this Agreement will supersede all pre-printed terms and conditions contained on any purchase order or other business form submitted by either party to the other from the Effective Date forward.

ACCEPTED

BALATA DATA		CUSTOMER	
By:		By:	
Title:		Title:	
Print Name:		Print Name:	

APPENDIX A - SUPPORT DEFINITIONS AND OBLIGATIONS

1. Balata Data Support Obligations. Under Customer's payment of applicable fees, Customer will be entitled to receive such purchased Balata Data Services in accordance with the terms of this Agreement.

1.1. <u>Hardware Repair/Replacement.</u> Balata Data will use commercially reasonable efforts to provide Hardware repair/replacement in accordance with the Hardware replacement support option purchased by Customer. All returned Hardware must be returned in accordance with Balata Data RMA process then in effect. Balata Data is not responsible for transportation or customs delays.

1.2. <u>Technical Support.</u> Balata Data will use commercially reasonable efforts to:

    1.2.1. Provide Customer access to all Supported Release Documentation that Customer has licensed from Balata Data upon their general commercial release.

    1.2.2. Provide Customer with access to TAC staff, who will work with Customer to determine an appropriate priority level for each Problem and respond to each Problem accordingly, including escalating the Problem through Balata Data management as needed; and

    1.2.3. Post email-based reports to the Customer's specified medium.

    1.2.4. Directly and primarily liable to Customer for performance of such subcontracted services.

1.3. <u>Exclusions.</u> Balata Data is not obligated to provide any of the following:

    1.3.1. Non-covered Products (Products within the equipment environment not covered by a valid and active Balata Data Support Service Contract) or problems arising directly or indirectly from such Products.

    1.3.2. Problems with Product that have been installed by any party other than (A) Balata Data or (B) a party authorized by the applicable OEM; Problems with Product that have been modified without Balata Data written consent by any person (including unauthorized modifications by Operate Specialist).

    1.3.3. Problems relating to incompatibility of the Product with third-party Products.

    1.3.4. Product that is damaged other than through the negligence or willful misconduct of Balata Data or its employees.

    1.3.5. Problems caused by the use of the Product other than in accordance with applicable Documentation.

    1.3.6. Problems with Hardware where Customer did not provide the required Product Information.

    1.3.7. Problems caused by the misuse or abuse of Product generally.

    1.3.8. Problems with Software that is not Supported Release.

    1.3.9. Problems with Hardware which serials are not registered as original through the applicable OEM.

    1.3.10. Customer may, at its sole option, request that Balata Data provide Support for one or more of the above excluded problems. If Balata Data does attempt to resolve one or more of the above excluded problems based on Customer's request, Customer agrees to pay for such Support at Balata Data's then-applicable rate for time and materials.

2. **Customer Obligations**

2.1. <u>Maintaining Supported Releases.</u> All Supported Releases provided to Customer shall be subject to the terms of the license agreements that apply to the underlying Software or to amended license terms that apply to the Supported Releases. Customer is not required to install every Supported Release as they become available from OEM. However, Customer acknowledges that in order to obtain Support for problems with Software that is not a Supported Release, and which cannot be corrected by implementation of a pre-existing Work Around or Problem Resolution, it may be required to upgrade to a Supported Release to address any such problems. Customer is required to be either be operating on or maintain a copy of the latest Supported Release one (1) day prior to the start date of an Balata Data Support Service Contract.

2.2. <u>Network or Equipment Access.</u> For any Problem identified as a Priority 1 Problem, Customer will provide Balata Data or its authorized service representative access to the affected network environment or equipment, and will assign a technical contact for Balata Data. Furthermore, if Balata Data determines that its technical personnel need access to the Customer's network or equipment to remotely diagnose any problem, Customer will ensure that Balata Data personnel have the necessary level of authorized access to such network or equipment. Customer shall have the right to observe such access.

2.3. <u>Staffing.</u> Customer shall maintain a reasonable number of support engineers who are trained on the applicable OEM Hardware. Customer's support engineers must be proficient in the operation of Hardware and be able to perform basic Hardware and Software configuration and troubleshooting. All communication to Balata Data's engineers of Customer issues and responses will be conducted in English unless otherwise specified prior to Contract start date. Customer shall

BalataData

pay for Support rendered by Balata Data due to modifications not authorized by Balata Data at Balata Data's then prevailing rates for time and materials.

2.4. <u>Configuration Files.</u> Customer is responsible to maintain a backup of the configuration that can be used to restore the Product.

2.5. <u>Product Information.</u> In order for Balata Data to provide the appropriate level of Support promptly and efficiently, Customer must provide to Balata Data the following information for each Product under a Support plan:

    2.5.1. Product license key where applicable and serial number.

    2.5.2. Configuration.

    2.5.3. Installation address; and

    2.5.4. Site contact person

    2.5.5. Customer may either provide the above Product information to Balata Data in the purchase order for each Product. If Customer physically moves any Product from the original Site to another location, Customer must notify Balata Data with a ten (10) day notice to update their support contract. Prior to Balata Data's receipt of such notification, Balata Data shall not be liable for any lapses in service coverage or hardware delivery delays with respect to such Product.

2.6. <u>Sparing Lead Time.</u> Same-day sparing requires Balata Data to obtain an accurate inventory of the locations and quantity of all customer Products. Contracted line items for Products under support do not always capture all of the Customer's sparing requirements (such as modules, daughter-cards, Wide Area Network Interface Cards (WICs), and Small Form Factor Pluggable (SFPs) to be spared). Therefore, Balata Data requires 30 days from the date it obtains an accurate sparing inventory (either from the customer or through an audit) before it can guarantee same day sparing.

2.7. <u>Compliance with Laws.</u> Customer shall comply with all applicable laws and regulations.

3. **Hardware Repair/Replacement**

3.1. <u>Hardware Return Procedure.</u> In the event of Hardware failure, Customer must contact TAC for Hardware failure validation and troubleshooting. After 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 parts, all Hardware returned to Balata Data must have a RMA number assigned prior to their return. Customers who are not under any Support Plan may purchase Support from Balata Data at Balata Data's then prevailing rates for time and materials. Hardware returns that are improperly packaged or do not include required information and RMA numbers will not be accepted and will be returned at Customers expense.

3.2. <u>Hardware Replacement.</u> If Customer has purchased a Hardware Replacement Support Plan, then Balata Data will provide replacement part(s) to Customer in accordance with the Hardware Replacement Support Plan selected by Customer and include a return kit with each replacement part. Provided in each return kit will be a return instruction sheet, prepaid air bill, and a reprinted return label, as applicable. Instruction sheet, prepaid air bill, and return label may be delivered electronically at Balata Data's discretion. Customer must follow the return instructions to return the defective Hardware or parts within 20 business days of failure or pay the purchase price of replacement parts for any Hardware.

4. **Technical Support**

4.1. <u>Access to TAC.</u> Customer's access to the TAC shall be by telephone or web-based. The parties shall use reasonable efforts to establish security measures for the electronic exchange of Problem Reports and other information.

4.2. <u>Electronic-Based Technical Support.</u> Balata Data shall post to the Customer, on a regular basis, a report listing the following information:

    4.2.1. Bugs, errors, or deficiencies in the Software and the classification of each.

    4.2.2. Any resolution or fixes.

    4.2.3. Any available Work-Around.

4.3. <u>Supported Releases.</u> Balata Data shall use all commercially reasonable efforts and will facilitate with the applicable intellectual property owner the release of authorized Supported Releases and applicable Documentation, if any, to Customer as such releases become commercially available. Customer must hold and maintain a valid license with the

applicable OEM and be in compliance with any applicable License Agreement(s) and requested release must resolve a network or equipment problem currently experienced.

4.4. <u>Technical Support Procedures.</u> For each request by Customer for Technical Support from Balata Data, Customer shall provide Balata Data with a Problem Report. Balata Data shall identify each discrete issue relating to a Problem Report with a unique "Case Number" for tracking purposes. Upon request by Customer, Balata Data shall provide a "Status Report" on any Problem logged for Customer provided that Customer identifies the particular Problem by the Case Number assigned to it by Balata Data. For Problems that have been resolved, the Status Report shall include the Case Number, the closing resolution for the Problem, the expected date that a Problem Resolution will be released, and a description of any known Work Around. For Problems that have not yet been resolved, the Status Report shall include the Case Number, a Problem resolution plan, and a description of any known Work Around. Each Problem logged for Customer shall remain open until closure notification is received from Balata Data and accepted by Customer. By mutual agreement between Customer and Balata Data, Problems shall be categorized and handled according to the procedures set forth below:

4.4.1. <u>P1 – Priority 1 Problems.</u> Network is down or there is a critical impact to customer's operations. Balata Data and customer will commit full-time resources to resolve.

4.4.2. <u>P2 – Priority 2 Problems.</u> Network is substantially degraded, or significant components of customer's operations are impacted by sub-standard network performance. Balata Data and customer will commit full-time resources during business hours to resolve.

4.4.3. <u>P3 – Priority 3 Problems.</u> Network operational performance is impaired, but most business operations are functional. Balata Data and customer are willing to commit resources during business hours to restore the network to expected functionality.

4.4.4. <u>P4 – Priority 4 Problems.</u> Request for information regarding configuration, procedures, best practices and similar request. Network is experiencing none or minor degradation of operation. Balata Data and customer provide resources during business hours as requested.

4.4.5. The response times set forth in this Section 4 constitute targeted goals of the Technical Support to be provided by Balata Data to Customer, and it is understood that Balata Data shall use commercially reasonable efforts to attempt to resolve any Problems within the target times set for the relevant priority level. The parties acknowledge the potentially idiosyncratic nature of any Problem and agree that any sporadic failure to meet targeted times shall not constitute breach of Balata Data obligations under this Agreement.

5. Fix First Policy – Uncovered Products

5.1. If Customer opens an incident for an uncovered Product, Balata Data will open an incident and provide the option to add the Product to coverage via our Fix First policy. This policy states that if the Product is uncovered and requires only TAC support, Balata Data will give the option to add the Product to the current contract term. If there is a hardware failure and the Product is in Balata Data inventory, Balata Data will provide a quote for the replacement Product and place the Product under coterminous coverage to the current contract. If the part is not in Balata Data inventory, Balata Data will quote the Product, acquire and test the Product and add the Product under the current contract.

6. Credit Policy

6.1. Upon notification to Balata Data by Customer, Balata Data will issue credit 30 days after receiving notice. Hardware will be removed from the contract and credited in one of the two following ways:

6.1.1. A credit can be retained with Balata Data for the Product(s) and used to add future Hardware. Balata Data will track credits and additions and issue credit memos in a prompt fashion.

6.1.2. A check / refund can be issued for the credited Hardware.

7. Moves, Adds, Changes and Deletions (MACD)

7.1. Moves - Customer must provide written notice of any supported Hardware that have moved. Balata Data will make any necessary changes to system records and sparing depots.

7.2. Adds - Contract adds are managed by Balata Data where we can determine the best solution type (Balata Data versus OEM) based on Balata Data predefined criteria.

BalataData

7.3. Changes - Contract changes such as address changes can be managed by Balata Data. Any necessary system changes and sparing depot changes will be managed by Balata Data.

7.4. Deletes - Contract deletions are managed by Balata Data. The Balata Data credit policy is defined in Appendix A, Section 6.

APPENDIX B – Balata Data SERVICES OFFERINGS / SLAs

1. <u>Balata Data Services Offerings:</u> This Appendix references and describes the basic features of each service level. A service level is identified in the following sequence as an example; 5x9xNBD Parts, where five (5) represents the days per week, nine (9) references the hours per day, where NBD represents 'Next Business Day,' and is the delivery term for Advanced Hardware Replacement from the point of determination of hardware failure. Equipment is identified by serial numbers and the customer is identified by contract ID.

2. <u>5x9xNBD Parts:</u> Advanced Hardware Replacement provided five (5) days per week (M-F), nine (9) hours per day. 7x24x365 technical support for faulty equipment under contract with Balata Data.

    2.1. Advanced Hardware is delivered on a Next Business Day (NBD) basis as long as the replacement is deemed necessary by 3:30PM depot time.

    2.2. Services are provided year-round except for Balata Data observed Holidays.

3. <u>5x9xNBD Onsite:</u> Advanced Hardware Replacement provided five (5) days per week (M-F), nine (9) hours per day. 7x24x365 technical support for faulty equipment under contract with Balata Data. Onsite technician is provided to the Customer at no additional cost on a Next Business Day basis.

    3.1. Advanced Hardware is delivered on a Next Business Day (NBD) basis as long as the replacement is deemed necessary by 3:30PM depot time.

    3.2. Services are provided year-round except for Balata Data observed Holidays.

4. <u>7x24xRTD:</u> Phone support provided twenty-four (24) hours per, seven (7) days per week (M-M) with the purpose of providing technical support for faulty equipment under contract with Balata Data.

    4.1. Faulty equipment is received by Balata Data depot (Returned to Depot - RTD) and repaired or replaced. Repaired or replaced hardware is delivered on a Ten (10) Day basis as long as the replacement is deemed necessary by 3:30PM depot time.

    4.2. 24x7xRTD services are provided year-round except for Balata Data observed Holidays.

5. <u>5x9x4 Parts:</u> Advanced Hardware Replacement provided five (5) days per week (M-F), nine (9) hours per day. 7x24x365 technical support for faulty equipment under contract with Balata Data.

    5.1. Advanced Hardware is delivered on a four (4) hour basis as long as the replacement is deemed necessary by 3:30PM depot time.

    5.2. Services are provided year-round except for Balata Data observed Holidays.

6. <u>5x9x4 Onsite:</u> Advanced Hardware Replacement provided five (5) days per week (M-F), nine (9) hours per day. 7x24x365 technical support for faulty equipment under contract with Balata Data. Onsite technician is provided to the Customer at no additional cost on a four (4) hour basis.

    6.1. Advanced Hardware is delivered on a four (4) hour basis as long as the replacement is deemed necessary by 3:30PM depot time.

    6.2. Services are provided year-round except for Balata Data observed Holidays

7. <u>7x24x4 Parts:</u> Advanced Hardware Replacement provided seven (7) days per week (M-M), twenty-four (24) hours per day on a four (4) hour response. 7x24x365 technical support for faulty equipment under contract with Balata Data.

8. <u>7x24x4 Onsite:</u> Advanced Hardware Replacement provided seven (7) days per week (M-M), twenty-four (24) hours per day on a four (4) hours response. 7x24x365 technical support for faulty equipment under contract with Balata Data. Onsite technicians provided to the Customer at no additional charge on a four (4) hour basis

9. <u>7x24x2 Parts:</u> Advanced Hardware Replacement provided seven (7) days per week (M-M), twenty-four (24) hours per day on a two (2) hour response. 7x24x365 technical support for faulty equipment under contract with Balata Data.

10. <u>7x24x2 Onsite:</u> Advanced Hardware Replacement provided seven (7) days per week (M-M), twenty-four (24) hours per day on a two (2) hours response. 7x24x365 technical support for faulty equipment under contract with Balata Data. Onsite technicians provided to the Customer at no additional charge on a two (2) hour basis.

BalataData

11. <u>SLAs with Bug Fixes:</u> Bug fixes are provided when bugs are encountered in the Customers current operating environment. Balata Data will research the bug and if a known fix is identified, then the appropriate OEM image with the fix will be acquired on behalf of the Customer and the Customer will download as the entitled party.
    11.1. Note that Bug Fixes do not cover at will software updates.

12. Balata Data Services Offerings – Table of Capabilities

Service Offering	TAC Access	Parts Delivery	Onsite Engineer	BugFix Access
5x9xNBD Parts	✓	✓		
5x9xNBD Onsite	✓	✓	✓	
5x9x4 Parts	✓	✓		
5x9x4 Onsite	✓	✓	✓	
7x24x4 Parts	✓	✓		
7x24x4 Onsite	✓	✓	✓	
7x24x2 Parts	✓	✓		
7x24x2 Onsite	✓	✓	✓	
Balata Data TAC	✓			
5x9xNBD Parts + Bug Fixes	✓	✓		✓
5x9xNBD Onsite + Bug Fixes	✓	✓	✓	✓
5x9x4 Parts + Bug Fixes	✓	✓		✓
5x9x4 Onsite + Bug Fixes	✓	✓	✓	✓
7x24x4 Parts + Bug Fixes	✓	✓		✓
7x24x4 Onsite + Bug Fixes	✓	✓	✓	✓
7x24x2 Parts + Bug Fixes	✓	✓		✓
7x24x2 Onsite + Bug Fixes	✓	✓	✓	✓