

AISTOR Support Services

The Support Services to be provided under the Customer Subscription and License Agreement located at https://min.io/legal ("Agreement") and only applies to Orders for AlStor Enterprise Plan. The level of Support Services provided will be as specified in the Order. Capitalized terms not defined herein have the same meanings as such terms are defined in the Agreement.

- **1. Support.** MinIO will provide the Support Services as described herein 24 hours a day, 7 days a week to assist in Customer's use of the Software and resolve Problems in accordance with the support level purchased by Customer pursuant to an Order.
- "Problems" means a failure of the Software to substantially conform to the functional specifications set forth in any Documentation provided by MinIO or to operate as MinIO intended. All support requests for those Customer's who have purchased AIStor Enterprise must be submitted through the MinIO Subscription Network (commonly referred to as SUBNET).
- **2. Panic Button**. If the Software is unavailable such that Customer's business is critically affected and there is no workaround that Customer can implement to mitigate the issue, then Customer may request Panic Button service. MinIO may, in its discretion, downgrade a request from a Panic Button request to a regular support request if MinIO does not believe the Problem meets the requirements for a Panic Button request. Those Customers who have purchased AlStor Enterprise may request unlimited Panic Button service.
- **3. AlStor Enterprise.** On Customer's request, MinIO will provide an architectural, performance, and security review once per year, provided Customer has a current Order for the AlStor Enterprise product.
- **4. Customer's Obligations**. Prior to requesting Support Services from MinIO, Customer shall comply with all published operating and troubleshooting procedures for the Software, including the Documentation. To assist in expeditiously resolving Customer's support requests, the Customer should record the following information for reference and should provide the information to MinIO: (i) error messages and indications that Customer received when the malfunction occurred; (ii) what the user was doing when the malfunction occurred; (iii) what steps Customer has taken to reproduce the malfunction; (iv) what steps Customer may have already taken to solve the Problem; and (v) system logging. For certain Software Problems, MinIO may require that Customer provide MinIO a test case and sufficient documentation to allow duplication of the Problem. Subject to Customer's reasonable security and safety rules, Customer shall provide access to Customer's information, systems, and software reasonably requested by MinIO, including remote control access to each Unit as necessary to provide the Support Services. Customer will obtain any third party consents necessary to grant such access. MinIO will be relieved of its obligation to provide any Support Services due to Customer's failure to comply with this Section.
- **5. Disclaimer.** MinIO will not be responsible to provide Support Services, or any other maintenance and support to the extent that Problems arise, wholly or in part, because Customer (i) misuses, improperly uses, misconfigures, alters, or damages the Software or Products; (ii) uses the Software or Products with any hardware or software not supplied or supported by MinIO; (iii) fails to install any Updates or Upgrades to the Software if such Updates or Upgrades would have resolved the Problem; or (iv) otherwise uses the Software or Products in a manner not in accordance with the Agreement, Documentation or MinIO's directions. MinIO shall have no responsibility for loss of or damage to Customer's data, regardless of the cause. MinIO shall provide Support Services for a release of the Software if such release was made generally available during the previous twelve (12) months. Other versions of the Software will not be supported unless MinIO and Customer mutually agree otherwise in writing signed by both Parties.