

### Nexenta Systems, Inc. Support Descriptions

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#### Support Levels

Nexenta Systems sells the software based unified storage solution NexentaStor™ and associated Applications, Plugins, and Adapters. NexentaStor is a software solution that is often packaged into total solutions by Nexenta Systems partners to include NexentaStor compatible hardware plus Nexenta software.

Nexenta partners and Nexenta work together to provide integrated support to end users. Nexenta partners are trained to provide at least level 1 support for the total product and are able to triage and manage any issues that arise to resolution, irrespective of whether the issue is hardware or software related. (Some Nexenta partners will also handle level 2 support.) Customers purchase support and maintenance for Nexenta software products, either directly from Nexenta or indirectly from Nexenta partners. Customers can also purchase hardware maintenance and support, such as drive warranties, from their hardware providers. Nexenta, Nexenta partners, and the hardware providers work together to provide an integrated support experience to end users.

All Nexenta software licenses include the first year of maintenance and support. Additional years of maintenance and support can be purchased at any time from Nexenta. For Nexenta products that are current on maintenance, bug fixes and Update releases are provided without charge.

Nexenta reserves the right to charge for Upgrade releases. However, should the customer have current maintenance for NexentaStor, Nexenta is not charging for the Upgrade from 1.x to 2.x and is not charging for the Upgrade from 2.x to 3.x.

There are two levels of support available from Nexenta: **Gold** and **Silver**. A comparison of the levels is shown in Table 1.

**Table 1: Comparison of Gold and Silver Support Levels**

Support Aspects	Gold	Silver
Coverage	24x7	M-F 8 AM to 5 PM Local standard time worldwide
Email / web portal access to create tickets	Yes	Yes
Phone support	Yes	Not included
Per incident phone assistance (chargeable)	Not applicable	Yes
Monthly support review	Yes	Not included

Customers may access support during non-working hours however the service levels detailed below may not apply. For example, a customer calling or emailing Nexenta support from the Eastern Standard Time of the United States at 3:05 AM will reach a support professional as this corresponds to 9:05 AM Central European Time which is within normal working hours in Central Europe. Support will work the case as a normal case however in the case of escalations it may be the case that resolution will not achieve the service levels discussed below.

Irrespective of what level of support you choose to purchase, Nexenta has become one of the fastest growing storage companies in history thanks in large part to positive word of mouth. We are committed to customer success and welcome your engagement, feedback, suggestions and direction at any time and via any medium. We cannot achieve our mission of breaking down the artificial barriers preventing 'Enterprise class storage for everyone' from becoming a reality without the continued help of users like you. In this spirit, Nexenta offers 'Per Incident Phone Assistance' to our Silver support customers. Silver customers who have an urgent need for phone assistance can purchase a phone assistance support package via our online Store. Once purchased, then our Support staff will provide phone assistance for that particular support incident. The phone assistance will be limited to the number of hours purchased with a 2 hour minimum.

The remainder of this document specifies in detail our support offerings including support procedures and service levels.

### Support Specifications

- 1) **Definitions.** Capitalized terms used but not defined in the Service Description shall have the meanings set forth in this Section 1:
  - a) **“Level 1 Support”** means the first line, direct End-User contact, provided by Nexenta or a partner. Level 1 Support includes:
    - First contact, direct End-User interaction;
    - Information collection and analysis regarding operating environments, software versions;
    - Identification of whether the problem is known and has a known solution;
    - Troubleshooting, problem reproduction and basic diagnostic procedures;
    - Problem report administration and tracking;
    - Assignment of severity codes as appropriate; and
    - Working on the issue until resolution or further escalation.
  - b) **“Level 2 Support”** means technical support provided by Nexenta personnel. Level 2 support is typically provided by trained personnel and serves as the escalation point for Level 1. Level 2 support personnel are expected to resolve all known problems, installation and configuration issues, and search Nexenta’s website for posted technical notes and other technical information that can assist in providing problem resolutions. All pertinent data shall be entered in Nexenta’s problem tracking database. Should the Level 2 analyst be unable to resolve a problem, due to lack of expertise, unavailability of relevant troubleshooting data, expiration of the allotted Level 2 resolution time or other cause, the Level 2 analyst may escalate the problem to Level 3 for resolution. Level 2 personnel of Nexenta will communicate all resolutions back to the End-Users.
  - c) **“Level 3 Support”** means technical support provided by Nexenta engineers. Nexenta Level 3 support is responsible for working directly with Nexenta Development engineers and Nexenta engineers to resolve all software and hardware bugs and issues and work with Level 2 to communicate with the End-User. Level 3 support will be available 7x24x365.
  - d) **“Normal Work Hours”** means 9-5, Monday through Friday, excluding major national holidays.
  - e) **“Resolution”** means a modification or workaround to the Licensed Products and/or Documentation and/or other information provided by Nexenta to End User intended to resolve an Error.

- f) **“Update”** means a subsequent release of the Licensed Products that adds relatively minor new features or corrects Errors. Nexenta generally makes an Update available at no additional license fee, provided the End User has paid the Maintenance and Support Fees for such licenses for the relevant time period in accordance with the Nexenta Worldwide Pricing Guidelines. Update shall be denoted by a change to the right of the first decimal point (e.g., v2.5 to v2.6). Update shall not include any additional module, release, option or future product which Nexenta licenses separately.
  - g) **“Upgrade”** means the new version of an existing software product that usually includes major changes to the software product and is denoted by a change to the left of the first decimal point (e.g., v2.5 to v3.0). Nexenta generally makes an Upgrade available (either without charge or for a fee), provided the End User has paid the Maintenance and Support Fees for such licenses for the relevant time period in accordance with the Nexenta Worldwide Pricing Guidelines. Upgrades shall not include any additional module, release, option or future product which Nexenta licenses separately.
- 2) **Support Services Provided.**
- a) **Gold Support is Phone Support.** Nexenta provides all Gold Support customers with access to the 8xx number necessary to access Gold Support. Gold support is available 24x7. Callers will be asked to provide their license key information, which also serves as their authorization key for support. Gold support users have the option of using email as well as phone.
  - b) **Silver Support is Email only Support.** Silver Support customers do not have access to the 8xx number necessary to access Gold Support and instead interact with Nexenta support via email only. Silver support is available during normal work hours in Europe and North America. Customers should generally open cases via the NexentaStor instance in question unless this is not possible or they have an inquiry of a general nature in which case support@nexenta.com can be used instead.
  - c) **Response Time.** Nexenta will contact End Users to discuss a possible Resolution and the timing thereof within the time frames set forth in Table 2 below.

- d) **Problem Description and response times.** Nexenta shall use commercially reasonable efforts to assign resources, respond to the submitter, and provide updates on reported issues to Nexenta technical support contacts. Responses based on the severity level of the issue apply until resolution of the applicable problem.

**Table 2: Response Time for Gold and Silver Support Levels**

Severity Level	Description	Initial Response to End User	Plan of Action Submitted to End User	Updates to End User
1	A problem is reported that makes the continued use of one or more functions impossible (or severely restricted) on a critical system and prevents the End User from continued production or severely risks critical business operations. Problem may cause significant financial impact to the End User. Gold users will almost always reach a person live immediately; however during peak calls or unusual circumstances a voice mail may be used to generate a call back from Level 1 support.	Gold: within 15 minutes  Silver: within 1 hour	Gold: within 1 hour  Silver: within 3 Hours	Every 3 hours
2	A problem is reported that severely effects or restricts major functionality. The problem is of a time sensitive nature and important to long-term productivity but is not causing immediate work stoppage. A workaround is available and	Gold: within 30 minutes  Silver: within 2 hours	Gold: within 2 hours  Silver: within 8 Hours	Daily

	operation can continue in a restricted fashion. Gold users will almost always reach a person live immediately; however during peak calls or unusual circumstances a voice mail may be used to generate a call back from Level 1 support.			
3	A minor condition or documentation error that has no significant effect on the End User's operations. Also, additional requests for new features, which are defined as new functionality in existing supported configurations. Gold users will almost always reach a person live immediately; however during peak calls or unusual circumstances a voice mail may be used to generate a call back from Level 1 support.	Gold: within 1 hour  Silver: Next Business Day	Gold: within 1 Business Day  Silver: Within 5 Business Days	As agreed to with End User

### Support Procedures

#### 1) To Open a Case

- a) The process varies by Support Level:
  - i) Gold customers should call the Nexenta support center, send an email to **support@nexenta.com**, or send a support ticket from NexentaStor itself.
  - ii) Silver customers should enter a case by sending a support ticket from NexentaStor itself, by accessing our support portal at support.nexenta.com or by emailing **support@nexenta.com**. Should the Silver customer need phone assistance, then they can opt to purchase a 'Per Incident Phone Assistance' package on the Nexenta online Store and then call the Nexenta support center.

- b) Once contact is made, customers must then provide information required by Nexenta as needed to help resolve the issue
- 2) **Case closure procedure.** Cases are closed when approved by the End User.
  - a) Cases may be put on hold if the End User does not respond to requests for more information AND if the priority of the case is not a P1 or a P2.
  - b) Should the case be due to a reseller or customer error, Nexenta reserves the right to bill for the support time utilized in case investigation and resolution. Billing will be at the rate on the then-current Nexenta Price List for the actual support time utilized.
- 3) **Case Escalation Procedure**
  - a) **Conditions that trigger escalation:** Level 1 will escalate an End User's problem if a situation requires additional attention by Nexenta or if the normal processes for Problem resolution are exhausted. The conditions that may trigger an escalation include, but are not be limited to:
    - i) End User's anxiety relative to the problem;
    - ii) Second occurrence of the same Severity 1 or Severity 2 Problem, assuming an investigation has taken place by Nexenta and the root cause of the problem appears to be the same.
  - b) **Plan of Action.** The plan of action outlines the specific steps the parties will take. The plan of action, once created and agreed upon, is then followed and updated as necessary. When the problem has been resolved, the monitor phase is initiated. When monitoring indicates that the problem is resolved, the escalation is closed. Nexenta will develop an action plan as quickly as possible, which establishes, at a minimum:
    - i) Actions to be taken;
    - ii) Responsibility for each action;
    - iii) Purpose or desired result of each action;
    - iv) Expected completion of each action;
    - v) Contingency/next step if desired results are not achieved.
  - c) **Monitor Phase.** The purpose of the monitor phase is to evaluate the system over some period to verify that the problem has been resolved to the End User's satisfaction. Nexenta and End User will coordinate monitoring activities and mutually agree to close the monitor phase when it is clear the Problem is resolved.
  - d) **Closing Escalation.** When both parties agree that the problem has been resolved or the situation no longer requires escalation, the escalation is closed. Nexenta will then communicate with his/her counterpart

summarizing the problem, actions taken, results of those actions, and recommended future actions if applicable.

### Support Terms and Conditions

Other terms and conditions are:

- 1) This document is effective as of the date shown in the footer of this document.
- 2) This document completely replaces all previous versions with an earlier effective date.
- 3) This document is subject to change without notice.

### Notes

1. The most current version of this document can be accessed at:

<http://www.nexenta.com/corp/nexenta-support-descriptions.pdf>

2. The most current version of the Nexenta Worldwide Pricing Guidelines can be accessed at:

[http://www.nexenta.com/corp/Nexenta\\_WW\\_Pricing\\_Guidelines.pdf](http://www.nexenta.com/corp/Nexenta_WW_Pricing_Guidelines.pdf)