



Violin Memory, Inc.

Product Warranty and Support Services Policy

Terms and Conditions

Version 1.0

Abstract

As part of an on-going commitment to customer success, the Violin Memory Customer First Guarantees are designed to enable customer success and deliver on-going value for their flash storage investment

Violin Memory, Inc.
Product Warranty and Support Services Policy

This Product Warranty and Support Services Policy ("**Policy**") contains the exclusive terms and conditions of the Product Warranty, and the terms applicable to Support Services, which are provided in accordance with the applicable Product Warranty or which the Customer elects to purchase from Violin Memory, Inc. ("**Violin**") as described below.

1. **Scope.** This Policy applies to all Support Services (as defined below) purchased by Customer or provided to Customer in accordance with the Product Warranty. To the extent a Customer purchases a Support Services Plan, such Support Services Plan will supersede and replace the applicable Product Warranty for such Product for the Term of the Support Services Plan. This Policy governs any conflict with any other terms, conditions or agreements relating to its subject matter.

2. **Definitions.**

(a) "**Customer**" means the end user party issuing a Purchase Order to and paying Violin (or its authorized reseller) for Support Service(s) or Products.

(b) "**Defect**" means a failure of the respective Product to conform substantially to its then-current (at time of delivery) Documentation which is reproducible and covered under this Policy.

(c) "**Documentation**" means the Violin documentation made available in hard copy or in electronic form shipped with the Products or otherwise provided to Customer for the respective Product. Documentation does not include advertising or marketing material.

(d) "**Effective Date**" means the date of the invoice applicable to Customer's purchase of the Support Services Plan, or the date of the invoice for the Product if no Support Services Plan is purchased.

(e) "**Hardware**" means the tangible Violin product provided to Customer by Violin.

(f) "**Products**" means, collectively, Hardware and Software and all updates, upgrades and derivatives thereof.

(g) "**Product Warranty**" means the standard Product Warranties for Violin Products as more fully described in Exhibit A.

(h) "**Purchase Order**" means the order issued by the Customer and accepted by Violin for Support Services.

(i) "**Response Time**" means the time for Violin to respond to a Support Services event as further described in Exhibit A.

(j) "**Software**" means the Violin software product, which is licensed to Customer under the terms of

Violin's End User License Agreement posted at www.violin-memory.com/legal.

(k) "**Spare(s)**" means a replacement component for any Hardware, which is provided in accordance with Violin's written instructions or return materials authorization procedure including field replaceable units (FRUs) and replacement parts.

(l) "**Support Services**" means, as applicable, the technical support services for Violin Products as more fully described in the attached Exhibit A and which are provided by Violin or its authorized representative or are available on Violin's support website.

(m) "**Support Services Plan**" means one of the programs or level of Support Services as more fully described in Exhibit A for which Customer has paid Violin. It does not include Support Services provided pursuant to the Product Warranty.

3. **Term, Renewal and Termination.**

(a) **Term.** The term during which Violin provides Support Services under this Policy commences on the Effective Date and remains in effect for the initial term specified in the Purchase Order or the Product Warranty, as applicable.

(b) **Renewal of Support Services Plans.** Upon Customer's payment of the applicable fees at the expiration of the Term, Support Services Plans shall renew for the term and at the level represented in the original Purchase Order unless terminated by either party as provided herein. Support Services Plans which have not been renewed or have lapsed after ninety (90) days of the end of the Term or any renewal Term or the Product purchase date, may be purchased or renewed only at Violin's sole discretion. If Violin permits renewal of Support Services Plans after any lapse, the term shall be renewed as of the most recent termination date for the applicable Support Services Plan and may otherwise be subject to the terms of Section III of Exhibit A. These terms

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and conditions apply on payment of all outstanding fees. (In this Policy, "Term" means, collectively or individually, "term" or "renewal term.")

(c) Termination. Violin may suspend and/or terminate Support Services for any uncured material breach including but not limited to nonpayment; in which case, Violin has no obligation to provide Support Services and all outstanding amounts through the effective date of suspension or termination are due and payable to Violin.

4. Fees and Payment. Customer shall pay Violin the then current non-refundable fees for the Support Services Plan for the Term stated in the Purchase Order, payable in advance, within 30 days of the date of Violin's invoice. Fees may be changed from time to time. Violin will use reasonable efforts to notify Customer of any fee increases at least 30 days prior to the effective date of such change.

5. Confidential Information. Customer and Violin acknowledge and agree that no confidential or proprietary information will be disclosed in the performance of Support Services or otherwise under this Agreement. The disclosure of confidential or proprietary information will occur only if the parties execute an applicable nondisclosure agreement or other agreement with nondisclosure terms. Customer shall not return any Product (in whole or in part) that contains Customer's confidential or proprietary information including personal information about identified or identifiable individuals.

6. Intellectual Property Rights. Violin owns and retains all rights, title and interests (including without limitation, copyrights, patent rights and other intellectual property and proprietary rights) in and to all Products, Support Services and software development tools, routines and computer programs, and all tools, routines, programs, designs, technology, ideas, know-how, processes, formulas, techniques, improvements, inventions and works of authorship which are used, made, developed, conceived or reduced to practice by Violin or its subcontractors in performing the Support Services and all derivatives thereof ("**Technology**") including all feedback, suggestions, comments and input provided to Violin (in any form) as to the Products or Technology except as expressly licensed to Customer.

7. Services. Subject to the following terms and conditions, Violin will use commercially reasonable efforts to provide the Support Services. This Policy, the Support Services, and the Support Services Plans

and related procedures may change from time to time or certain Support Services may be discontinued; however such changes will not result in a material reduction in the level of the Support Services provided during the Term. Violin will use reasonable efforts to notify Customer of any changes at least 30 days prior to the effective date of such change. Customer is deemed to have accepted the changes in such notice, unless Customer objects to any material changes in the notice, in which case Customer has ten (10) days to notify Violin Support of its objection. If Customer objects to the changes in the notice, the prior version of this Policy shall apply. The obligation for Violin to provide Support Services pursuant to this Policy is contingent upon: (1) Customer's payment of the purchase price for the respective Product and all applicable Support Services fees and (2) the performance by Customer of all of its obligations set forth in this Policy relating to the Support Services, including its use of the Products in conformance with the Documentation.

(a) Subcontractors. Violin shall have the right to use subcontractors as its authorized service providers to perform all or a portion of the Support Services, and the work of such subcontractors shall be deemed to satisfy Violin's obligations hereunder provided that such work meets the requirements of this Policy.

(b) Notification of Defects. If Customer believes that there is a Defect in the Products, Customer will (1) notify Violin, describing the parameters, procedures and conditions resulting from the Defect in reasonable detail to permit Violin to identify the Defect, (2) provide Violin with remote access, all relevant and necessary data files, software or any other relevant material, and (3) for Customers with a Support Services Plan, provide on-site access, if reasonably believed necessary by Violin for it to reproduce, analyze or remedy the Defect.

(c) Customer Information. To receive Support Services, Customer must provide Violin the information required by Violin regarding the location and configuration of the Products for which Customer desires to receive the Support Services.

(d) Excluded Services. Notwithstanding anything to the contrary in this Policy, Violin shall have no obligation to provide: (1) support or replacement of Products damaged by, or resolution of problems caused by, accident, abuse, misuse, third party product(s), natural or personal disaster including without limitation power surge or failure or the like, or other disaster, any unauthorized disassembly, repair

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or modification, or any failure to maintain and use the Products in a manner consistent with the Documentation and written instructions from Violin, (2) support or replacement of Products that Violin determines in its reasonable discretion do not have a Defect, (3) third party products required to operate the Products, (4) delivery or on-site Support Services where, in Violin's reasonable opinion, a condition exists that represents a hazard to the safety of its employees or agents, (5) support or replacement of any Product in which the Product or parts have been replaced with any third party product, or (6) consumable parts. Customer will be responsible for charges on a time and materials basis for Support Services provided as a result of any of the foregoing.

(f) **Customer Cooperation.** Customer shall provide Violin information, cooperation, reasonable assistance, and prompt on-site or remote access to and use of the Products to allow Violin to perform the applicable Support Services. Customer agrees to be responsible solely for providing backup of data and otherwise protecting data and all systems and networks against loss or destruction prior to the provision of any Support Services. Customer assumes and accepts all risk of loss and damage to Products, systems, networks and information.

(g) **Spare(s).** With the exception of Spares, only with the prior written authorization of Violin may Customer install replacement Products or replacement parts. Unless the applicable Support Services Plan provides otherwise, at its expense, Customer shall promptly package and ship the parts replaced with the Spare(s) to Violin, and Violin may invoice Customer for such parts that are not promptly returned within the timeframes described in Exhibit A.

8. **Disclaimers.** EXCEPT AS EXPRESSLY SPECIFIED IN THIS POLICY, ALL PRODUCTS AND SUPPORT SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. VIOLIN DOES NOT WARRANT THAT PRODUCTS OR SUPPORT SERVICES WILL BE COMPATIBLE WITH ANY CUSTOMER'S APPLICATION OR OTHERWISE MEET CUSTOMER'S REQUIREMENTS, OR THAT PRODUCT OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE. VIOLIN HEREBY DISCLAIMS (FOR ITSELF, ITS SUPPLIERS AND CONTRACTORS) ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF NON-INFRINGEMENT, INTEGRATION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL

WARRANTIES ARISING FROM ANY COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE. VIOLIN IS NOT LIABLE OR RESPONSIBLE FOR ANY WARRANTIES EXPRESS OR IMPLIED PROVIDED BY A RESELLER OR OTHER THIRD PARTY IN ADDITION TO THOSE EXPRESSLY SET FORTH HEREIN.

9. **Indemnification.** Customer agrees to indemnify and hold harmless Violin, its affiliates, contractors and suppliers, and their officers, directors, shareholders, employees and representatives, from and against any and all demands, damages, liabilities, losses, penalties, costs and expenses (including reasonable attorneys' fees) arising out of third party claims and actions that are related to: (1) any Customer application, (2) Customer's violation of any applicable law or regulation, or (3) Customer's negligence or misconduct.

10. **Liability Limits.** VIOLIN, ITS CONTRACTORS AND SUPPLIERS, SHALL NOT BE LIABLE CONCERNING THE SUBJECT MATTER OF THIS POLICY, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FOR ANY (1) MATTER BEYOND ITS REASONABLE CONTROL, (2) LOSS OR INACCURACY OF DATA, LOSS OR INTERRUPTION OF USE, OR COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS OR SERVICES, (3) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES, PROFITS OR GOODWILL OR (4) ACTUAL DAMAGES, IN THE AGGREGATE FOR ANY CLAIM WHATSOEVER, IN EXCESS OF USD \$10,000, EVEN IF VIOLIN HAS BEEN ADVISED OF THEIR POSSIBILITY. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS POLICY AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN.

11. **Miscellaneous.** Any notice required to be given hereunder shall be given in writing at the address of each party set forth in the Purchase Order, Sales Quote, or other agreement, or to such other address as either party may substitute by notice to the other. The Policy and any dispute related to the Support Services or Product Warranty shall be governed in all respects by the laws of California and the parties consent to the exclusive personal jurisdiction and venue of the state and federal courts of Santa Clara County, California. The prevailing party in any action

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hereunder is entitled to recover its reasonable attorneys' fees and costs. This Policy represents the entire agreement between Violin and Customer with respect to the subject matter, and all prior negotiations, understandings, representations and/or agreements of the parties relating to the subject matter hereof, whether oral or written, are merged herein and superseded in their entirety. Neither party will bring a legal action more than 2 years after the cause of action arose unless otherwise provided by local law without the possibility of contractual waiver or limitation. Except as expressly permitted above, this Policy may be modified only by a writing signed by both parties. Other than payment obligations, neither party shall be liable for any delay or failure in performance due to events outside the defaulting party's reasonable control, including without limitation strikes, shortages of supplies, riots, war, earthquake, fire, epidemics, criminal or malicious acts of third

parties, failure of utilities or common carriers. Neither this Policy nor any rights under this Policy may be assigned or otherwise transferred by Customer (by operation of law or otherwise) without the prior written consent of Violin. Violin shall have the right to assign all or part of this Policy without Customer's approval. This Policy shall bind and inure to the benefit of the successors and permitted assigns of the parties. Violin's failure to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights. In the event that any of the terms of this Policy become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, all remaining terms of this Policy shall remain in full force and effect.

12. **Survival**. Sections 2, 3(c), 4, 5, 6, 8 through 12, and Section III of Exhibit A inclusive, survive any termination of this Policy for any reason.

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1. EXHIBIT A

VIOLIN PRODUCT WARRANTY AND SUPPORT SERVICES PLAN DESCRIPTIONS

I. Product Warranty

1) Violin Memory provides the following Product Warranty for the Hardware and Software:

a) Product Warranty for Hardware.

Violin warrants to Customer for 3 years ("**Hardware Warranty Period**") that the Hardware will be free from material Defects in materials and workmanship and will substantially conform to the applicable specifications included in the Documentation. The Hardware Warranty Period begins on the first day of the calendar month following the invoice date. The unexpired term of the Hardware Warranty Period applicable to the original Hardware shall apply to any repaired or replaced Hardware or part and any Hardware Upgrades after initial delivery.

b) Product Warranty for Software.

Violin warrants to Customer for 90 days ("**Software Warranty Period**"), Software will substantially conform to the specifications in the Documentation. The Software Warranty Period begins on the first day of the calendar month following the invoice date. During the Software Warranty Period, Customer is entitled to receive patch releases or "bug" fixes that address defects found during the Software Warranty Period. Violin's delivery of any patch releases or "bug" fixes does not extend the Software Warranty Period applicable to the Software.

2) **Remedies.** Violin's sole obligation under the Product Warranty, and Customer's exclusive remedy, is to use commercially reasonable efforts to correct reproducible, covered Defects in Software and to repair or replace non-conforming Hardware; both of which require Customer to notify Violin during the applicable Hardware or Software Warranty Period. Prior to returning any Product for warranty-related claims, Customer must obtain Violin's prior written authorization and comply with Violin's return material authorization procedures and instructions. Any Product that is repaired or replaced under this Product Warranty shall be covered for the remainder of the original Warranty Period, or 30 days after re-delivery, whichever is longer.

3) **Product Warranty Support Services Description.** During the Warranty Period, Customer may access and Violin shall provide the following level of Support Services:

a) **Technical Support.** Customer may submit service requests via web, phone, or email between 9 a.m. to 5 p.m. local time, excluding weekends and holidays. Violin will return support calls within one (1) business day. Support requests made via web or email will be acknowledged within one (1) business day. Violin shall use commercially reasonable efforts to provide the Remedies described above for Defects.

4) Terms and Exclusions.

a) No warranty applies to any Product that is: (i) returned without Violin's prior written authorization pursuant to subsection 2 above; (ii) handled, transported, installed, operated, maintained, stored or used improperly, or in any manner not in accord with the Documentation, the Policy, or Violin's written instructions or recommendations; (iii) repaired, altered or modified other than by Violin or its authorized service provider; or (iv) no longer covered by the applicable Product Warranty due to the expiration of the applicable Term or Hardware or Software Warranty Period. Additional charges may apply for support provided outside the applicable Warranty Period or for excluded repairs or error corrections to the extent not otherwise covered under any Product Warranty.

b) Warranty claims must be made within the applicable Hardware or Software Warranty Period. "Dead on Arrival" Hardware must be reported to Violin within thirty calendar days of delivery of the Product.

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- c) For Hardware Defects that require a Spare replacement Product, the shipment terms are “return to factory” and require the Customer to return the applicable Hardware component prior to Violin shipping the Spare or repaired Product to Customer.
- d) Violin’s performance is conditioned upon the Additional Terms and Pre-requisites below.

II. Support Services Plans

The following Support Services Plans describe the level of Support Services provided by Violin for the applicable Support Service Plan purchased by Customer. The Term for Support Services Plans begins on the first day of the month following the invoice date.

- a) **Bronze.** For Customers that purchased a Bronze level Support Services Plan, please contact Violin Support at support@vmem.com for the description of the Bronze Support Services Plan.

- b) **Silver.** The Silver Support Services Plan includes:
 - i) Remote Technical Support: Customer may submit service requests via web, phone or email 24x7x365. Violin will respond to Customer’s service requests within the response times in the Response Time Table below.
 - ii) Spare(s) Delivery: For Defects requiring Spare replacement, Violin will deliver Spare(s) to Customer by the Next Business Day (NBD, defined below), if the Defect is diagnosed and ordered before shipment cutoff time, or the following business day if diagnosed and ordered after the cutoff time on a NBD priority basis. At its expense, Customer will return the defective part within seven (7) days of receipt of the Spare(s). Customer will pay Violin’s invoice for defective parts that are not returned timely.
 - iii) Spare Replacement: For parts replacement that requires a Violin field service technician, Violin will dispatch a technician to perform the Spare replacement NBD during business hours (9:00 a.m. - 3:00 p.m. local time Monday through Friday).
 - iv) Software Maintenance: During the Term, Violin shall make available any patch releases, “bug” fixes, and software and firmware maintenance updates for the Software. This does not include major new features or upgrades. Violin will support the current and previously released version of Software.

- c) **Gold.** The Gold Support Services Plan includes:
 - i) Remote Technical Support: Customer may submit service requests via web, phone or email 24x7x365. Violin will respond to Customer’s service requests within the response times in the Response Time Table below.
 - ii) Spare(s) Delivery: For Defects requiring Spare replacement, Violin will deliver Spare(s) to Customer within 4 hours of diagnosis on a 24x7 basis. At its expense, Customer will return the defective part within seven (7) days of receipt of the Spare(s). Customer will pay Violin’s invoice for defective parts that are not returned timely.
 - iii) Spare Replacement: A Violin field service technician will perform the Spare replacement.
 - iv) Software Maintenance: During the Term, Violin shall make available any patch releases, “bug” fixes and software and firmware maintenance updates for Violin Software. This does not include major new features or upgrades that Violin elects to charge separately. Violin will support the current and previously released version of Software.

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III. Additional Terms and Conditions and Pre-requisites

- a) The Support Services shall be performed by Violin or its authorized representatives. Customer agrees to comply with Violin's reasonable written instructions to enable the performance of Support Services.
- b) Software Support Services consists of both remote technical support and access to all commercially available Software updates via the Violin support website. Software Updates are governed by the terms of this Policy and the Violin End User License Agreement. Violin may require Customer to upgrade to a certain Software release in order to resolve current or prospective issues.
- c) Where Customer has purchased a Support Services Plan for Products that are to be installed or relocated outside of Violin's current geographic Support Services territory, Violin will use reasonable endeavors to establish Spares and part replacement Support Services close to the installation location for the Product covered by a Support Service Plan within sixty (60) days of (a) initial shipment of the applicable Product, or (b) notice from Customer that the Product location has changed (subject to the conditions below). If a covered Product is relocated to a geographic location in which Support Services Plans are available at a different level of service, Customer's Support Services Plan level (and associated fees) may need to be adjusted based on local availability. Response time targets, Spares delivery times, and availability of a field service technician may be affected until local services are established. If Customer moves the installation location and does not notify Violin of such change at least sixty (60) days prior to a request for service, delivery of Spares and availability of a technician may be affected and Violin shall be excused from its performance under this Policy to the extent such performance has been affected by the relocation. If, after using commercially reasonable efforts, Violin is unable to establish Support Services sufficiently close to the installation location, Violin and Customer agree to develop a mutually agreeable Product support solution.
- d) Support Services are provided in English only.
- e) Next Business Day Schedule. The cutoff time for Next Business Day delivery of Spares and/or arrival of a Violin field service technician is 3:00 p.m. local Customer time Monday through Friday and excluding major local holidays. Shipment and/or arrival will occur on the following business day where remote diagnosis completion and/or Spares ordering occurs after 3:00 p.m. local Customer time (e.g., if diagnosis occurs after 3:00 p.m. on Monday, Spare ships Tuesday to arrive on Wednesday).
- f) Service Quality Assurance Check: Violin reserves the right to perform a Service Quality Assurance Check on Product(s) if: (i) a Support Service Plan is (are) purchased after the Product purchase date, (ii) there is a lapse in Support Service(s) of more than 30 days, (iii) the Products are relocated by any party other than Violin or (iv) if otherwise required by Violin or its third party service provider. Customer agrees to permit access for the Service Quality Assurance Check and to pay the reasonable fees for performing the Service Quality Assurance Check.
- g) All Products at a location or in a network ("**Covered Location**") must be covered by the same level of Support Services Plan and all Software must be at the same revision level or Violin may elect to service such Hardware at that Covered Location on a time and materials basis.
- h) Customer agrees that it is solely responsible for backing-up or otherwise protecting all systems and networks (and all software, data and other information contained herein) prior to any installation, use, maintenance, service or removal of the Products. Customer hereby assumes and accepts all risk of loss and damage to Products, systems, networks and information that may result from the performance of any Support Services.
- i) Customer's breach of this Policy or failure to meet the pre-requisites excuses Violin's performance to the extent such performance has been affected by such breach or failure.

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- j) End Of Product Life Cycle Policy: This Support Services Policy is subject to the End of Product Life Cycle Policy attached hereto as Attachment A.
- k) New Software releases may have certain features or configurations that require updated Hardware to utilize new functionality available with the new Software release. Customer is responsible for the purchase of any new Hardware required to use such Software releases.

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Response Time Targets

| Severity Description | Initial Response | | Status Updates | Fix/Workaround Target |
|---|------------------|--------|---|--|
| | Gold | Silver | | |
| SEV-1 – production system down | 30 mins | 1 | Daily until fixed or a workaround in place | Continuous effort until workaround provided or Emergency Bug Fix (EBF) created |
| SEV-2 – operation severely restricted (no known workaround) | 2 | 2 | Daily until fixed or a workaround in place | 2 business days |
| SEV-3 – product does not operate as designed, moderate impact (or workaround available) | 4 | 8 | Every 3 days | 5 business days |
| SEV-4 – minor problem, doc error or request for enhancement | 8 | NBD | To be determined based upon the problem/request | To be determined based upon the problem/ request |

* Resolution times are targets

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Attachment A to Product Warranty and Support Services Policy
End of Product Life Cycle Policy

This end of product life cycle policy (“EOL Policy”) is effective as of July 1, 2015, and supersedes all previous product life cycle policies.

Products reach the end of their life cycle for a number of reasons. These reasons may be due to market demands, technology innovation, or the products mature over time and are replaced by better technology. This EOL Policy is designed to assist Customers to better manage their infrastructure transitions as Products approach the end of their lifecycle.

This EOL Policy does not apply to Products that are already subject to an End of Software/Maintenance Life and/or End of Sale announcement made prior to the effective date.

1. Definitions:

- a) End of Sales: The date that Violin discontinues selling a Product.
- b) End of Maintenance: The date that Violin discontinues providing Maintenance Releases.
- c) End of Service Life: The date that Violin discontinues providing support for a Product (including support for Hardware and/or Software).
- d) Maintenance Release: Software which includes primarily bug fixes, patches, and workarounds, or firmware; Maintenance Release generally does not include new features.

All other capitalized terms not defined above are defined in Section 1 of the Product Warranty and Support Services Policy.

2. Notifications. End of Sales, Maintenance, and Service Life notifications are published to the Violin Support site. It is the Customer’s responsibility to stay informed of notifications regarding a Product’s life cycle. Violin will use commercially reasonable efforts to provide notifications at least ninety (90) days prior to the End of Sales date.

3. Products without a Support Services Plan. For affected Products without a Support Services Plan on the End of Sales date, Violin will use commercially reasonable efforts to make the Product Warranty Support Services available for the remainder of the applicable Product Warranty Term.

4. Products under Support Services Plans. For affected Products under a Support Services Plan on the End of Sales date, the following terms shall apply:

- a) Violin shall make available Support Services for the affected Products until the End of Service Life.
- b) The End of Service Life is five (5) years from the End of Sales date. Customer may renew its Support Service Plan after the End of Sales date, provided the Term of such renewal does not exceed the End of Service Life.
- c) The End of Maintenance is the release of two (2) Software Maintenance Releases or one (1) year from the End of Sales date, whichever occurs first. At the end of the End of Maintenance, Customer will continue to have access to or receive Support Services for which it is entitled under the Policy, if any, in the form of remote technical support, but Violin may no longer develop or test the affected Software or provide Maintenance Releases (for example the making of new versions with major version numbers incremented). Any Maintenance Releases after the End of Maintenance date will be at Violin’s sole discretion.



5. Additional Guidelines.

- a) Customer will need to ensure that its Support Services Plan is current. Please contact Violin Support regarding fees payable during any end of life notification periods so that Violin can provide Support Services through the end of life transition period.
- b) Support Services Plans for affected Products that have not been renewed or have lapsed after twelve (12) months of purchase date are not renewable.

About Violin Memory

Be Instrumental. Violin Memory, the disruptive innovator in All Flash Arrays, is revolutionizing how businesses operate by enabling storage technology to Be Instrumental to their company by changing the SLAs and capabilities of private, hybrid and public cloud environments. The Flash Storage Platform™, powered by Concerto OS™, a fully integrated storage operating system, is the industry leader in the combination of every significant category measured in all flash arrays: low latency, affordability, density, scalability and performance. With tightly integrated data services, the Violin Flash Storage Platform provides a unique combination of data protection, business continuity, and data reduction services onto a flexible, uniquely scalable solution called Scale Smart™, delivering significant CAPEX and OPEX savings. Founded in 2005, Violin Memory is headquartered in Santa Clara, California. For more information, visit www.violin-memory.com. Follow us on Twitter at twitter.com/violinmemory.

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