



FREEDOMCARE™ TERMS AND CONDITIONS

These FreedomCare™ Terms and Conditions (the “Agreement”) apply to any Supported Products (defined below) that you (“You” or “Customer”) have purchased from Pluribus Networks, Inc. (“Pluribus”) and govern the support or maintenance services Pluribus will provide for such purchased products (the “Services”). The Services offered by Pluribus hereunder are expressly conditioned on Customer abiding by the terms of the Pluribus End User License Agreement (the “EULA”), which is hereby incorporated by reference into the agreement. In the event of any conflict between this Agreement and the EULA, the terms of the EULA shall control.

This Agreement also includes the following Attachments:

1. ATTACHMENT A: Global Parts Advanced Replacement Schedule (target arrival time).
2. ATTACHMENT B: Global Technical Support Telephone Numbers.

Customer acknowledges and agrees that Customer has read, understood and agreed to the terms and conditions of this Agreement. IF YOU DO NOT AGREE WITH ALL THE TERMS, CONDITIONS AND LIMITATIONS OF THE AGREEMENT, YOU MUST CEASE IMMEDIATELY ALL USE OF THE SERVICES. WRITTEN APPROVAL IS NOT A PREREQUISITE TO THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT AND NO SOLICITATION OF ANY SUCH WRITTEN APPROVAL BY OR ON BEHALF OF PLURIBUS SHALL BE CONSTRUED AS AN INFERENCE TO THE CONTRARY.

IF YOU HAVE ORDERED THE SERVICES, PLURIBUS’ ACCEPTANCE IS EXPRESSLY CONDITIONAL ON CUSTOMER’S ASSENT TO THIS AGREEMENT TO THE EXCLUSION OF ALL OTHER TERMS; IF THESE TERMS ARE CONSIDERED AN OFFER BY PLURIBUS, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS.

1. DEFINITIONS

- 1.1. “**Customer Technical Personnel**” means any of the designated employees of Customer who have undergone training regarding the proper operation of the Supported Products.
- 1.2. “**Documentation**” means Pluribus’ published user manuals for the Supported Products that are furnished to Customer by Pluribus.
- 1.3. “**Error**” means a material failure of the Supported Product to operate substantially in accordance with the applicable Documentation.
- 1.4. “**Hardware**” means the physical hardware components of the Supported Product.
- 1.5. “**Maintenance Release**” means a grouping of bug fixes related to a particular feature release that is denoted by a change to the right of the second decimal point (e.g. 2.1.1 or 2.1.2).
- 1.6. “**Major Release**” means any new version or release of the Software that includes substantial new functionality or features that is denoted by a change to the first decimal point (e.g. 2.0 or 3.0).
- 1.7. “**Minor Release**” means any new version of release of the Software that includes some new functionality or features that is denoted by a change to the right of the first decimal point (e.g. 2.1 or 2.2).

- 1.8. **“Patch Release”** means a customer specific release to be delivered in the event of an emergency in Pluribus’ determination that is denoted by a change to the right of the third decimal point (e.g. 2.1.1 or 2.1.2).
- 1.9. **“Renewal Term”** has the meaning set forth in Section 6.1 (Term).
- 1.10. **“Release”** means any of the Major Release, Minor Release or Maintenance.
- 1.11. **“Software”** means the software components of the Supported Product.
- 1.12. **“Supported Product”** means the System Supported Product and software.
- 1.13. **“Supported Services”** means the services to be performed by Pluribus pursuant to this Agreement.
- 1.14. **“System Supported Product”** means the Pluribus hardware chassis, disc drives, power supplies, fans, spares and software for which Customer must purchase FreedomCare™ Support as a unit.

2. FREEDOMCARE™ SUPPORT

2.1. **Technical Support** – refer to Section 3 of this Agreement.

2.2. **Advanced Hardware Replacement.** If the System Supported Product, when used as intended under normal operating conditions, fails to perform in substantial accordance with the Documentation, Customer shall promptly notify Pluribus via email of such failure, including details of the failure that are sufficient to permit Pluribus to diagnose and replicate the problem. If the failure is of a character that Pluribus determines factory repair is required, then Pluribus will use commercially reasonable efforts to ship replacement Hardware after making such determination, based on the schedule set-forth in Attachment A. Within thirty (30) days after notice of failure, Customer will (a) obtain a Return Merchandise Authorization (RMA) number from Pluribus; (b) pack the Hardware to protect it from damage while in transit; and (c) ship the nonconforming Hardware to Pluribus, with the RMA number clearly displayed on the exterior of the package. Customer bears responsibility of shipping fees, duties and taxes for shipping Product to Pluribus; Pluribus bears responsibility of shipping fees, duties and taxes for shipping product to Customer. If, after attempting to repair the Hardware, Pluribus finds no Error in the Hardware, then Pluribus may charge Customer a reasonable restocking and shelving fee, not to exceed \$250 US. If customer fails to ship the nonconforming Hardware to Pluribus within thirty (30) days after notice of failure, Pluribus will invoice the Customer the list price of the Hardware.

2.3. **Releases.** Upon purchase of FreedomCare™, Customer will be entitled to obtain and use all Major, Minor, Maintenance and Patch Releases that are made available by Pluribus for the Supported Product during the term of this Agreement. Pluribus may make such Major, Minor, Maintenance and Patch Releases available to the Customer through electronic download or optical, magnetic or other removable media. The provision of any Major, Minor, Maintenance and Patch Release to Customer will not operate to extend the original warranty period on the Software in the Supported Product. Customer’s representative under a valid FreedomCare™ support agreement can download Major, Minor and Maintenance and Patch Releases from Pluribus’ Update Server located at <https://update.pluribusnetworks.com:8443/>.

2.4. Intellectual Property. Upon the provision of a Release to Customer such Release will be deemed to be licensed under the terms and conditions of the original EULA accompanying the Supported Product, and Customer will acquire license rights to use such Release in accordance with the terms and conditions of such EULA. There are no express or implied licenses in this Agreement, and rights are reserved to Pluribus.

2.5. On-Site Support. FreedomCare™ does not include any provisions for on-site support and is a remote service. At Pluribus' discretion and with approval of the Customer, Pluribus may send a resource on site for troubleshooting purposes. Pluribus at its discretion may invoice Customer for time and materials and for reasonable travel and living expenses in accordance with Pluribus' then-current rates.

3. FREEDOMCARE™ TECHNICAL SUPPORT SERVICES

3.1. Telephone Support. Pluribus will provide telephone support for the use of the Supported Product with its customer service center based on the type of service contract the customer acquires. Options exist for 12x5 or telephone support 24 hours a day, 7 days a week, 365 days a year. Please see the available service plans here: <http://www.pluribusnetworks.com/support>. Pluribus will use commercially reasonable efforts to provide an initial response based on priority as defined in the targeted response time matrix as follows:

PRIORITY	DEFINITION	INITIAL RESPONSE TIME	CASE UPDATE INTERVAL	PLURIBUS & CUSTOMER COMMITMENT
Priority 1 - Critical	Critical system or service outage in a live production environment that results in a severe degradation of overall network performance and/or significant reduction in capacity.	1-hour call-back	Daily	The Customer and Pluribus Networks will commit the necessary resources around-the-clock to resolve the situation or to provide a work-around.
Priority 2 - High	Intermittent degradation of system or service performance that impacts end-user service quality or impairs network operator control or operational effectiveness. Also includes loss of diagnostic capabilities.	2 business-hour call-back	Daily	The Customer and Pluribus Networks will commit full-time resources during normal business hours to resolve the situation or to provide a work-around.
Priority 3 - Moderate	Minor degradation of system or service performance that does not impact end-user service or quality and/or has minimal impact on network or server operations.	1-business day	3-days	The Customer and Pluribus Networks will commit full-time resources during normal business hours to restore service levels to a satisfactory level.
Priority 4 - Low	No impact on system or network operations. Information requests, document errors, or standard questions on configuration or functionality of equipment.	1 business day	Monthly	The Customer and Pluribus Networks will provide resources during normal business hours to provide informational assistance or as requested to collect feedback.

3.2. Electronic Support. Pluribus Networks will respond to electronically submitted technical support issues within 1-business day. The customer may submit their requests via email (pnsupport@pluribusnetworks.com) or via the Pluribus Networks customer portal: <http://www.pluribusnetworks.com/support?login=1>.

3.3. Generally. All telephone support will be provided solely to Customer Technical Personnel, and will consist of answering questions regarding the proper operation of the Software, providing troubleshooting assistance, and rendering general information, advice, and instructions in connection with the end use of the Supported Product. Customer will be responsible for providing first-line helpdesk support for individual end-users of the Supported Product, and Customer will be responsible for screening first-line technical issues and escalating to Pluribus only those issues that cannot be resolved by the Customer Technical Personnel. Pluribus will have no obligation to accept calls directly from, or otherwise interact directly with, personnel other than the Customer Technical Personnel. Attachment B provides information on technical support access numbers inside and outside of the United States.

3.4. Error Correction. If the Supported Products exhibit an Error, the Customer will promptly notify Pluribus of such Error, and Pluribus will use commercially reasonable efforts to address the Error as described in this section.

3.4.1. Priority Levels. If Customer identifies an Error, Customer will promptly report such Error in writing to Pluribus providing the serial number of the affected product (for hardware) and specifying (a) the nature of the Error; (b) the circumstances under which the Error was encountered; (c) technical information relating to the operating environment in which the Software was running at the time of the Error; (d) the steps, if any, that Customer took immediately following the Error, and; (d) the immediate impact of the Error upon the ability of Customer's network to function. Upon receipt of such Error report, Pluribus will evaluate the Error and classify it into of the following Priority Levels based upon the following priority classification criteria:

PRIORITY LEVEL	PRIORITY CLASSIFICATION CRITERIA
Priority - 1	Critical system or service outage in a live production environment that results in a severe degradation of overall network performance and/or significant reduction in capacity. EXAMPLE: A system that is in a continual reboot cycle disallowing a majority or all client connectivity to the network.
Priority - 2	Intermittent degradation of system or service performance that impacts end-user service quality or impairs network operator control or operational effectiveness. Also includes loss of diagnostic capabilities. EXAMPLE: A system which reboots intermittently, periodically disallowing limited numbers of client's connectivity to the network.
Priority - 3	Minor degradation of system or service performance that does not impact end-user service or quality and/or has minimal impact on network operations.
Priority - 4	No impact on system or network operations. Information requests, document errors, or standard questions on configuration or functionality of equipment.

3.4.2. Problem Resolution

3.4.2.1. **Priority Level 1 Error.** When the Customer is willing to commit resources to resolve critical issues on a 24x7 basis, Pluribus will commit the same resources to work on a round-the-clock basis until a correction or workaround to the Priority Level 1 Error is found. Such corrections or workarounds may take the form of Maintenance or Patch Releases, procedural solutions, correction of Documentation errors, downgrading to a prior version of software, or other such remedial measures as Pluribus may determine to be appropriate. Pluribus will provide Customer with a problem resolution schedule and inform Customer of its progress on daily basis. Priority Level 1 Errors will be downgraded to a lesser priority upon delivery of a work-around.

3.4.2.2. **Priority Level 2 Errors.** Pluribus will commit resources to formulate a correction or workaround to the Priority Level 2 Error within and during Pluribus' normal business hours and in accordance with its existing releases schedule. Such corrections or workarounds may take the form of Maintenance or Patch Releases, procedural solutions, correction of Documentation errors, downgrading to a prior version of software, or other such remedial measures as Pluribus may determine to be appropriate. Pluribus will provide Customer with a problem resolution schedule and inform customer of its progress on a weekly basis.

3.4.2.3. **Priority Level 3 Errors.** Pluribus will commit to provide corrections or workarounds to Priority Level 3 Errors during Pluribus' normal business hours and in accordance with its existing release schedule. Such corrections or workarounds may take the form of Maintenance or Patch Releases, procedural solutions, correction of Documentation errors, downgrading to a prior version of software, or other such remedial measures as Pluribus may determine to be appropriate.

3.4.2.4. **Priority Level 4 Errors.** Pluribus will commit to provide resources during normal business hours to provide information assistance or provide feedback.

3.5. Pluribus Networks Customer Support Center. Customer's representative may also access the Pluribus Support Center at <http://www.pluribusnetworks.com/support>. The Pluribus Networks Customer Support Center provides customers with a Knowledge Base, FAQ's, field alerts, Release Notes and product documentation to allow customers to troubleshoot issues that they may be having with the Supported Products. The Pluribus Support Center is available twenty-four (24) hours per day, seven (7) days per week. The site will display on its landing page any scheduled maintenance period seventy-two (72) in advance of stated maintenance period.

3.6. Exclusions. Notwithstanding anything to the contrary of this Agreement, Pluribus will have no obligation to provide any Support Services to customer to the extent that Customer's use of the Supported products is in breach of the EULA or such Support Services arise from or relate to any of the following: (a) any modifications or alterations of the Supported Products by any party other than Pluribus or authorized Pluribus subcontractors or partners; (b) any use of a version of Software that has been declared "end of life" by Pluribus; (c) any use of the Supported Products in an environment not meeting the operating requirements set forth in Pluribus Documentation; (d) any issues arising from the failure of the Supported Products to interoperate with any other software or equipment, except to the extent that such interoperability is expressly mandated in the applicable Documentation; (e) any breakdowns, fluctuations, or interruptions in electric power of the telecommunications or cable network (f) a force majeure event; or (g) any Error that is not reproducible by Pluribus and is no longer reproducible by the Customer or at the Customer site. Customer agrees and acknowledges that any information relating to malfunctions, bugs, errors, or vulnerabilities in the Supported Products constitutes confidential information of Pluribus, and Customer will refrain from using such information for any purpose other than obtaining Support Services from Pluribus, and will not disclose such information to any third party. For RMA's that are returned to Pluribus and which are determined to be free of error or "no trouble found," Pluribus, at its discretion, may charge the Customer a then reasonable restocking and re-shelving fee, not to exceed \$250.00 USD.

4. CUSTOMER RESPONSIBILITIES

4.1. Trained Personnel. Customer will ensure that all of its personnel who use the Supported Products in the course of their employment are familiar with the Supported Product to the extent necessary for them to operate the Supported Product to the extent necessary for them to operate the Supported Product with reasonable competence. Without limiting the generality of the foregoing, Customer will cause all Customer Technical Personnel to complete such training and instruction as Pluribus may reasonably require from time to time. Upon the appointment of any new Customer Technical Personnel, Customer will take reasonable measures to expeditiously train the new individual to appropriate levels of technical competence.

4.2. General Cooperation. Customer will cooperate with Pluribus to the extent that such cooperation would facilitate Pluribus' ability to provide the Support Services herein. Without limiting the foregoing, at Pluribus' request, Customer will: (a) provide Pluribus with reasonable access to appropriate personnel, network resources, equipment logs, (if on-site) physical facilities, and equipment; (b) refrain from undertaking any operation that would directly or indirectly block or slow down any maintenance service operation; (c) promptly inform Pluribus of the physical location of the Supported Products and any changes thereto – failure to notify Pluribus of changes may inhibit Pluribus' ability to meet certain service obligations for hardware replacement; and (d) comply with Pluribus' instructions regarding the use and operation of the Supported Products, including ensuring that all equipment is safeguarded by adequate surge protection and backed up with a universal power supply. Customer agrees and acknowledges that Pluribus' obligation under this Agreement are limited to the Supported Products, and that Pluribus is not responsible for the operation and general maintenance of Customer's operating environment. Without limiting the foregoing, Pluribus recommends Customer keep a detailed operations log for the Supported Products and will document any Errors that arise.

5. PAYMENT TERMS

5.1. Payment Terms. In consideration of the Support Services provided hereunder, Customer will pay in advance the annual support and maintenance fees in accordance with current pricing (contact your reseller or Pluribus account manager for current pricing). Used Support Services fees will be nonrefundable and irrevocable. Payment terms will be thirty (30) days from the date of purchase of the Supported Products. The amounts payable pursuant to this Agreement are exclusive of any sales or use or other taxes or governmental charges. Except as otherwise required by applicable law or agreed to in writing by the parties, Customer will be responsible for payment of all such taxes or charges.

5.2. Payment Terms for Renewals. For subsequent Renewals, the applicable annual support and maintenance pricing will be based on the initial price paid in the initial order of those Products, provided, however Pluribus may increase such fee, to be effective at the commencement of the future supported period, provided that Pluribus notifies Customer, in writing, of such fee increase at least thirty (30) days prior to the end of the then current support period. Since notice may be satisfied by written quote or invoice, in electronic form or otherwise, reflecting such fee increase. All such fees will be invoiced and paid annually in advance of each Renewal Term.

6. TERM AND TERMINATION

6.1. Term. The Term of this Agreement will be for the one (1) year commencing upon the date of shipment of the Supported Products, unless a multi-year contract term has been purchased or the Agreement is terminated earlier in accordance with this section. Subsequently, this Agreement will be automatically renewed for additional successive one (1) year terms (each, a “**Renewal Term**”) upon Customer’s payment of an invoice for the annual support and maintenance fees for the coming year.

6.2. Termination. Pluribus shall have the right to terminate this Agreement immediately if the Customer breaches the terms of the EULA. Each party will have the right to terminate this Agreement immediately upon written notice if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days after written notice of breach by the non-breaching party. **SECTION 1 (DEFINITIONS), SECTION 5 (FEES and PAYMENT), Section 6.2 (Termination), Section 6.3 (Lapsed Support), SECTION 7 (LIMITED WARRANTY), SECTION 8 (Limitation of Liability), SECTION 9 (General)** shall survive termination, and any paid, but unused support services fees will be refunded within 30 days of termination.

6.3. Lapsed Support. After any lapse of Support Services through the termination or expiration of this Agreement (other than Pluribus’ termination for Customer’s breach) the parties subsequently may elect to reinstate (or instate, as the case may be) such Support Services for Supported Products for which the Support Services lapsed and any Supported Products purchased by Customer not previously covered by Support Services upon the terms and conditions set forth in this Agreement; provided, however, that: (a) Customer agrees to pay for the period of time that has lapsed as well as the renewal term as set forth in Section 6.1; and (b) such Supported Products (including those Products not previously covered by Support Services) must be in good working condition. Pluribus may, at its sole discretion, require validation through its staff or a Pluribus authorized Partner that the Supported Products are in good working condition. Pluribus reserves the right to refuse renewal on products that have fallen out-of-maintenance for 30-days or more.

- 7. LIMITED WARRANTY** Pluribus warrants only to Customer that the Support Services will be performed with at least the same degree of skill and competence normally practiced by Pluribus-trained technical support engineers performing the same or similar services. Customer's sole and exclusive remedy, and Pluribus' entire liability, for any breach of the foregoing warranty shall be for Pluribus to re-perform, in a conforming manner, any nonconforming Support Services that are reported to Pluribus by Customer in writing within sixty (60) days after the date of the completion of such Services.

EXCEPT AS EXPRESSLY SET FORTH IN THE PRECEDING PARAGRAPH OR AS OTHERWISE REQUIRED BY APPLICABLE LAW, THE SUPPORT SERVICES AND ALL MATERIALS FURNISHED TO CUSTOMER UNDER THIS AGREEMENT ARE PROVIDED 'AS IS' WITHOUT WARRANTY OF ANY KIND. PLURIBUS AND ITS SUPPLIERS AND LICENSORS DISCLAIM ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, GUARANTEES, AND CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY, WITH RESPECT TO THE SUPPORT SERVICES AND ANY MATERIALS FURNISHED HEREUNDER, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, ACCURACY, AND QUIET ENJOYMENT. CUSTOMER ACKNOWLEDGES THAT IT HAS NOT ENTERED INTO THIS AGREEMENT IN RELIANCE UPON ANY WARRANTY OR REPRESENTATION OTHER THAN THOSE SET FORTH IN THE PRECEDING PARAGRAPH.

8. LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE PROSCRIBED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING SUCH DAMAGES ARISING FROM BREACH OF CONTRACT OR WARRANTY OR FROM TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR FOR INTERRUPTED COMMUNICATIONS, LOST DATA OR LOST PROFITS, ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT.

EXCEPT AS OTHERWISE PROSCRIBED BY APPLICABLE LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF PLURIBUS AND ITS SUPPLIERS AND LICENSORS WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT EXCEED, IN THE AGGREGATE, THE AMOUNTS ACTUALLY PAID TO PLURIBUS UNDER THIS AGREEMENT DURING THE TERM (OR RENEWAL TERM, THE CASE MAY BE) THEN IN EFFECT.

CUSTOMER AND PLURIBUS AGREE THAT THE FOREGOING LIMITATIONS OF LIABILITY FAIRLY ALLOCATE THE RISKS IN THE AGREEMENT BETWEEN THE PARTIES, THAT THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES, AND THAT THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY LIMITED REMEDY HEREUNDER. THE LIMITATIONS OF LIABILITY CONTAINED IN THIS AGREEMENT WILL APPLY ONLY TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, AND NOTHING IN THIS AGREEMENT PURPORTS TO LIMIT EITHER PARTY'S LIABILITY IN A MANNER THAT BE UNENFORCEABLE OR VOID AS AGAINST PUBLIC POLICY IN THE APPLICABLE JURISDICTION.

9. GENERAL

- 9.1. Governing Law.** This Agreement and any and all actions arising from or in any manner affecting the interpretation of this Agreement, will be governed by, and construed solely in accordance with, the laws of the State of California without reference to its conflicts of law's provisions or the United Nations Convention on Contracts for the International Sale of Goods. Any action or proceeding arising from or relating to this Agreement must be brought exclusively in U.S. federal court in the Northern District of California, or in the state courts located in Santa Clara County, California.

- 9.2. Assignment.** Customer may not assign or otherwise transfer (through operation of law or otherwise) this Agreement to any third party without obtaining Pluribus' prior written consent. Pluribus may freely assign and delegate its rights and obligations hereunder. Any purported transfer, assignment or delegation without the appropriate prior written consent will be null and void when attempted and of no force or effect.
- 9.3. Waivers; Amendment.** No waiver of any terms or conditions of this Agreement will be valid or binding on Pluribus unless Pluribus makes the waiver in writing. This Agreement may not be altered, amended, modified, or otherwise changed in any way except with the express written agreement with Pluribus.
- 9.4. Notices.** All notices or reports permitted or required under this Agreement will be in writing and will be delivered by personal delivery, telegram, telecopier, facsimile transmission, or by certified or registered mail, return receipt requested, and shall be deemed given upon delivery, five (5) days after deposit in the mail, or upon acknowledgement of receipt of electronic transmission. Notices shall be sent to the Chief Financial Officer (for the Customer) and the Chief Legal Officer (for Pluribus). Either party may amend its address and Notice contact persons upon written notice to the other.
- 9.5. Severability.** If any provision of this Agreement is found or held to be invalid or unenforceable by any tribunal of competent jurisdiction, then the meaning of such provision will be construed, to the extent feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it will be severed from remainder of this Agreement, which will remain in full force and effect.
- 9.6. Entire Agreement.** This Agreement, along with the Pluribus End User License Agreement which is incorporated by reference, is intended by the parties to be a complete and wholly integrated expression of their understanding and agreement. This Agreement, including of all of its attached exhibits, constitutes the entire agreement and final understanding of the parties with respect to the subject matter hereof, and supersedes any other prior or contemporaneous negotiations, representations, understandings, discussions, offers, and agreements between the parties, whether written or oral, express or implied, relating in any way to the subject matter hereof.

ATTACHMENT A

Global Parts Advance Replacement Schedule (targeted arrival times)

FreedomCare™ (Next Day)

It is the Customer's responsibility to inform Pluribus of the physical location of Supported Products if they have moved them to a location other than the original product Invoice shipping address. For Customers who purchase FreedomCare™ NBD, upon approval from Pluribus' Technical Assistance Center ("TAC"), replacement parts will arrive next business day of Pluribus' determination that the Supported Product is defective. FreedomCare™ is supported in all countries where Pluribus is authorized to sell product. For some locations, Customer acknowledges that Pluribus may need up to ninety (90) days from the delivery of the initial Supported Product purchased by the Customer to establish spare depots. During this 90-day window, if a part is not available to be delivered next, Pluribus will make commercially reasonable efforts to deliver the replacement part as quickly as possible from the closest parts depot.

In order to meet next business parts replacement, Return Materials Authorization ("RMA") requests are to be approved and logged by support engineers in the Pluribus TAC by:

- 14:00 PST for the United States & Canada
- 14:00 CET for EMEA



ATTACHMENT B

Global Technical Support Numbers

1. NORTH AMERICA

Toll Free: 855.GET.VNET, 855.438.8638

2. OUTSIDE of NORTH AMERICA:

650.289.4717