

SIOS TECHNICAL SUPPORT AGREEMENT

Definitions

For purposes of this Support Agreement:

"GA Date" means the General Availability date when SIOS publicly releases a Major.Minor Release of a Program.

"Major.Minor Release" means a Program version designated by the first two numbers (e.g., 10.0, 10.1, 9.8). Each Major.Minor Release has its own GA Date which determines the Program's support level eligibility and transition timeline as detailed in Schedule B.

"Maintenance Release" means a Program version designated by the third number (e.g., 10.0.1, 10.0.2). Maintenance releases do not reset the GA Date for support level purposes.

"Full (Standard) Support" means the highest level of Support Services available from the GA Date through the end of Year 3, as detailed in Schedule B.

"Maintenance Support" means a reduced level of Support Services available from Year 4 through Year 6 after the GA Date, as detailed in Schedule B.

"Extended Support" means a limited level of Support Services available from Year 7 through Year 10 after the GA Date, as detailed in Schedule B.

1. Programs

This SIOS Technical Support Agreement (the "Support Agreement") covers software licenses (i.e. perpetual license) or annual subscriptions purchased by an end user ("Customer") from SIOS Technology Corp. ("SIOS") for the following programs: SIOS LifeKeeper for Linux, SIOS LifeKeeper for Windows, DataKeeper Cluster Edition, Single Server Protection for Windows, and Single Server Protection for Linux (collectively, the "Programs").

2. Term

Subject to the terms of this Support Agreement, Customer will receive the support services described herein (the "Support Services") for (i) the period of time set forth on Customer's invoice starting from the date of Customer's initial purchase of a software license or (ii) the initial subscription period for Customers who purchase annual subscriptions (both referred to as the "Initial Term"). Upon expiration of the Initial Term, and upon receipt of Customer's payment for renewal of Support Services or renewal of

annual subscriptions (each a "Renewal Period"), Customer will receive Support Services until the expiration of such Renewal Period. The level of Support Services provided during any Renewal Period will be determined by the age of the Program version in use as measured from its GA Date, as set forth in Schedule B. Customers should note that support levels may change during the Initial Term or any Renewal Period as the Program version ages. See Section 5(a) and Schedule B for details regarding support level transitions. This Support Agreement shall, unless earlier terminated pursuant to Section 8 below, remain in full force and effect for the Initial Term and any Renewal Period provided that Customer pays to SIOS the applicable Support Services fees or annual subscription fees covering the applicable periods (the "Support Fees").

3. Support Fees

Any and all payments made for Support Services are non-refundable. There are no refunds or credits for any unused services upon termination of this Support Agreement for any reason or at any time. Payment for Support Services or annual subscriptions (as applicable) shall cover all Support Services at the support level applicable to the age of the Program version in use (see Schedule B), but shall not cover costs of any materials, parts, manuals, software, travel or other disbursements as may be necessary or requested by Customer, which shall be billed to Customer as separate costs when they occur. SIOS may change the Support Fees to reflect its then-current standard fees by notice to Customer at least thirty (30) days prior to the date on which the Support Fee payment is due from Customer. Support Fees vary by support level. Customers using Program versions in Maintenance Support (Year 4 through the end of Year 6 from GA Date) or Extended Support (Year 7 through the end of Year 10 from GA Date) periods will be charged higher support fees than those using versions covered by Full (Standard) Support. These higher fees reflect the higher usage of technical support assistance for older versions and are designed to incentivize customers to upgrade to current versions. Full (Standard) Support fees apply to all Program versions for 3 years from the GA Date. Customer shall pay SIOS, at SIOS's current time and material rate, for time and material spent investigating any error or malfunction that SIOS reasonably determines to be the result of a modification that was not made by, nor authorized by SIOS, to the Programs.

4. Support Services

During the Initial Term and any Renewal Period (subject to payment of the applicable Support Fees), SIOS shall perform the following Support Services at the level corresponding to the Program version's age from GA Date as specified in Schedule B.

a. Error Correction

SIOS shall work to correct all reproducible errors that materially affect the operation of its Programs, provided those Programs are covered by Full (Standard) Support (the first 3 Years from the GA Date), as follows: Customer shall notify SIOS of any such errors in writing, with a written description of each claimed error and the conditions under which it occurred. SIOS shall work to correct all such errors that it can verify based on Customer information, and shall continue working until it corrects the error, develops a workaround for that error, or determines in good faith that the error cannot be corrected as part of the then-current release of the Program (in which event SIOS shall attempt to correct or eliminate the error in the next release of the Program). Purchasers of SIOS Support may notify SIOS of claimed errors by telephone, provided that the written notice described above must be furnished no later than the next day and that SIOS need not begin work promptly if the telephone information is incomplete or inadequate. Error correction and patches are only available for product versions covered by Full (Standard) Support. A patch may be available in some cases under Full (Standard) Support as determined by SIOS at its sole discretion. Programs under Maintenance Support (Year 4 through the end of Year 6 from the GA Date) or Extended Support (Year 7 through the end of Year 10 from the GA Date) are not eligible for error correction or patches, but may receive troubleshooting assistance based on known issues documented in SIOS Knowledge Base Articles (see Schedule B for details).

b. Access to Support Technicians

Customers may access support technicians who are experts in clustering, high availability and data replication using the contact method (web, email and/or telephone access), during the time periods and at the contact information set forth on Schedule A attached hereto. The scope and response times for technical support access vary by support level as defined in Schedule B.

c. Maintenance Updates and New Programs

Customers who are covered by a Support Agreement will receive all standard Maintenance Updates released by SIOS for any Program licensed by Customer free of charge. A "Maintenance Update" is a modified version of a Program released by SIOS (usually as a Maintenance Release) generally to its existing Customers without charge, primarily to correct or eliminate errors in the prior release of the Program and also to enhance existing features (Example: Customer licensed LifeKeeper 10.0.1 and SIOS releases a Maintenance Update/Maintenance Release as version 10.0.2. Customer receives the Maintenance Update free of charge).

Maintenance Updates do not include New Programs. "New Programs" are (i) new Major.Minor Releases or upgrades of any Program for which SIOS generally charges an additional fee or (ii) new major versions of a Program, i.e. from version 6 to 7.

Customers who have purchased a software license (as opposed to an annual subscription) for a prior version of a Program and, at the time of the release of a New Program, are covered by a Support Agreement will be able to download such New Program at no cost. Customers under Maintenance Support or Extended Support will receive the same upgrade access as customers under Full (Standard) Support, subject to any upgrade path requirements specified by SIOS (for example, customers on very old versions may need to upgrade in stages rather than directly to the most current version).

Customers who have purchased an annual subscription will be able to download and use such New Program for the remainder of the term of such annual subscription, subject to the support level provisions in Schedule B.

Maintenance Updates may be obtained by contacting technical support at support@us.sios.com with the Entitlement ID of the server that requires the Maintenance Update.

d. Replacement Entitlement ID/Activation Codes

Customers who are covered by a Support Agreement are entitled to receive replacement entitlement id/activation codes free of charge.

e. Website Access

Customers who are covered by a Support Agreement will have access to the SIOS Support Self-Service Portal which is accessed under the Support item on <http://support.us.sios.com/>. The portal allows customers to log a case, view open cases and review solutions to technical questions and problems. To obtain access to the portal, contact Support at support@us.sios.com.

f. Professional Services that are Not Covered by this Support Agreement

SIOS offers certain professional services that are NOT covered by this Support Agreement at its then-current standard hourly rates or for a separate, mutually agreeable services fee. Services that are not covered by this Support Agreement that SIOS may, within its abilities, provide as a separate professional service include assisting Customers with (i) errors within a Program's cluster caused by third-party products, including those in connection with the installation, integration, updating or

upgrading of such third party products, (ii) an older version of a Program that SIOS is no longer supporting as part of Support Services, including upgrading such older version, (iii) correcting data corruption errors caused by activities outside of the Programs, (iv) the installation of patches, including providing guidance via a screen sharing session during installation, (v) periodic "health checks" or preventative maintenance, (vi) optimizing operating systems or third party applications (not relating to the performance or operation of the Programs), including performance tuning and modification of system settings and (vii) new implementation, production migration and go live/cutover to production activities, including migrating data to new hardware or operating system configurations, rebuilding hierarchies and resolving problems with new systems. To request these and other professional services that are outside the scope of this Support Agreement, contact a SIOS sales representative at sales@us.sios.com or send an email to services@us.sios.com.

g. Application Recovery Kits (ARK)

SIOS has developed ARKs for Linux and Windows environments. Customers on an active Support Agreement can actively exchange or add ARKs for SIOS LifeKeeper implementations up to the maximum allowed and defined within the license part number.

h. Customer Obligations

Customer will cooperate with SIOS in connection with SIOS's performance of the Support Services hereunder and shall provide SIOS with such information concerning Customer's operations as SIOS shall reasonably request and as shall be necessary for the performance of Support Services hereunder. Customer must provide information about the type of hardware in the Customer's environment, additional software that Customer is using that may or may not share system resources, Customer system error messages, application and system logs and any other information requested by SIOS relating to the Program and Customer's use and configuration thereof. The completeness and accuracy of information provided by Customer to SIOS will affect SIOS's ability to provide Support Services.

5. Limits of Coverage

SIOS's obligation to provide Support Services shall be subject to the terms of this Support Agreement, including the following:

a. Support Levels by Program Age

SIOS provides three levels of support based on the age of the Program version as measured from its GA Date. Support Services and entitlements vary by support level as detailed in Schedule B (Support Policies).

- **Full (Standard) Support (For the first 3 Years from the GA Date):** Available for Programs from the GA Date through the end of the last month of the third year following the GA Date.
- **Maintenance Support (Year 4 through the end of Year 6):** Available for Programs from the beginning of Year 4 through the end of Year 6 following the GA Date.
- **Extended Support (Year 7 through the end of Year 10):** Available for Programs from the beginning of Year 7 through the end of Year 10 following the GA Date.
- **No Support (Year 10+):** No Support Services are available for Programs after 10 Years from the GA Date. Customers using versions after 10 Years from the GA Date must upgrade to receive any Support Services.

If Customer is using an older version of a Program that SIOS is no longer supporting at any level, then Customer must purchase an upgrade to or a subscription for a currently supported version of such Program in order to obtain Support Services.

Customers should be aware that if their Program version, due to its age, transitions to a lower support level (e.g., from Full Support to Maintenance Support) during the Initial Term or any Renewal Period, they will automatically receive services at that lower level and will be charged higher support fees for the next Renewal Period unless they upgrade to a Program version during the then-current support term. To maintain Full (Standard) Support entitlements and avoid higher support fees, Customer must upgrade to a Program version that is within the Full Support period. Customers who choose to remain on older Program versions will be subject to reduced support services and increased support fees as specified in Schedule B.

In the event SIOS elects to terminate or retire a Program prior to the expiration of its standard support period, SIOS shall continue to provide Support Services for the then-current version of such Program for one (1) year following the effective date of such termination. SIOS posts a Product Support Schedule on its Support website at <http://support.us.sios.com/> which sets forth end of support dates for Programs.

b. Registration

To obtain Support Services, Customer must first register via SIOS's web site at <http://support.us.sios.com/>. Such registration enables Customer to obtain both

permanent product license keys and product support. SIOS will not support Programs for which SIOS cannot identify a corresponding registered Entitlement ID or registered product license key.

c. Third Party Products and Systems

SIOS does not provide Support Services for (i) software that is not a SIOS Program or(ii) Programs running on versions of operating systems or applications that are no longer supported by their respective vendors. In order for SIOS to provide technical support for operating systems and applications, SIOS requires access to the support resources of the manufacturers of those products. If Customer chooses to continue to use end-of-life operating systems or applications, SIOS will not provide technical support for clusters protecting such systems, regardless of the SIOS Program's age or support level.

d. Configuration, Installation and Consulting Services

Support Services do NOT include the following services: (i) the installation, configuration, implementation of Programs or updates/upgrades thereto, including setting up or defining tests for a Customer's test or production environment and debugging problems during such testing, (ii) correcting, validating, bringing into compliance or otherwise remedying any problem with the Programs caused by the improper or inadequate installation of the Programs by Customers or someone other than a SIOS certified specialist, (iii) hardware configuration, (iv) operating system installation, configuration, upgrading or troubleshooting, including repairing the Programs after operating system upgrades, (v) network installation or configuration, (vi) integration with third party products, including writing, customizing or reviewing software code for generic or custom application recovery kits, (vii) solutions architecture design, integration and implementation, (viii) best practices consulting, (ix) removal of the Programs, (x) upgrade planning and (xi) troubleshooting the incompatibility of Customers' environment, hardware or software with the Programs. Supported hardware and software configurations are set forth at <http://support.us.sios.com/> as well as on Program documentation.

6. Modifications by Customer

Customer shall not modify, create any derivative work of or incorporate any other software into the Programs or any portion thereof. SIOS shall not be responsible for maintenance of or for repair of errors or malfunctions occasioned by any modification or enhancement to the Programs made by Customer or by anyone other than SIOS. Any

modifications or enhancements made by Customer or by anyone other than SIOS shall be grounds for immediate termination of this Support Agreement.

7. WARRANTY AND LIABILITY

ALL SUPPORT SERVICES AND MATERIALS ARE PROVIDED BY SIOS "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN NO EVENT SHALL SIOS, ITS AFFILIATES AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND/OR CONSULTANTS, BE LIABLE TO CUSTOMER OR ANY OF ITS AFFILIATES FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES EVEN IF SIOS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR FOR LOSS OR DAMAGE DIRECTLY OR INDIRECTLY ARISING FROM THE SUPPORT SERVICES PROVIDED HEREUNDER. SIOS' CUMULATIVE LIABILITY HEREUNDER FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE SUPPORT FEES ACTUALLY PAID BY CUSTOMER FOR THE APPLICABLE TERM (INITIAL TERM OR RENEWAL TERM) DURING WHICH SUCH CLAIM AROSE. SIOS SHALL NOT BE LIABLE FOR ANY LOST PROFITS, LOSS OF DATA OR FOR ANY CLAIM OR DEMAND AGAINST THE CUSTOMER BY ANY THIRD PARTY ON ACCOUNT OF SERVICES PERFORMED HEREUNDER.

Supported hardware and software configurations are set forth at <http://support.us.sios.com/> as well as on Program documentation. SIOS shall have no responsibility or liability under this Support Agreement or any warranty hereunder, if any, to correct, validate, bring into compliance or otherwise remedy any problem with the Program(s) that is caused in whole or in part due to the incompatibility of Customer's environment, hardware or software with the Program(s).

SIOS recommends that the Programs be installed by a SIOS certified specialist. However, if Customer elects to install the Programs without the assistance of a SIOS certified specialist, Customer is solely responsible for ensuring that the Programs are installed properly to achieve their intended results and the results actually obtained. Accordingly, SIOS shall have no responsibility or liability under this Support Agreement or any warranty hereunder, to the extent such warranty exists, to correct, validate, bring into compliance or otherwise remedy any problem with the Program(s) that is caused in whole or in part by the improper or inadequate installation of the Program(s) by Customer or incompatibility of Customer's environment, hardware or software with the Program(s).

8. Termination

SIOS may terminate this Support Agreement upon ten (10) days' written notice to Customer in the event Customer breaches this Support Agreement or fails to pay any Support Fee within thirty (30) days from the date of invoice for such Support Fees.

Customer may terminate this Support Agreement immediately at any time, provided that it is responsible for the full amount of all payments due through the end of the applicable term, unless termination is due to breach by SIOS. With respect to Customers who have purchased a software license (as opposed to an annual subscription), reinstatement of Support Services after termination of this Support Agreement will require payment of all Support Fees for periods dating back to the date on which this Support Agreement was terminated.

9. License Rights

Any and all Program modifications, workarounds, patches and/or Maintenance Updates provided by SIOS in connection with the Support Services hereunder shall be considered part of the Program(s) to which they apply and owned exclusively by SIOS, and Customer's rights and/or licenses thereto shall be governed by Customer's then-current agreement with SIOS regarding such Program(s).

10. General

a. Entire Agreement

This Support Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes all existing agreements and all oral, written or other communications between them concerning its subject matter. This Support Agreement shall not be modified in any way except by a writing signed by both parties.

b. Assignment

Customer may not assign this Support Agreement without prior written consent by SIOS. This Support Agreement shall be fully binding and enforceable as against all permitted assignees and successors in interest.

c. Enforceability

If any provision of the Support Agreement (or any portion thereof) shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of this Support Agreement shall not in any way be affected or impaired thereby.

d. Law and Forum

This Support Agreement (and any and all amendments thereto) and its validity, construction and performance shall be governed in all respects by the laws of the State of California. Exclusive jurisdiction and venue for all matters relating to this Support Agreement shall be in San Mateo County, California, and the parties hereby agree and consent to such jurisdiction and venue.

e. Non-Waiver

The failure of either Customer or SIOS to insist upon strict performance of any of the provisions contained herein shall in no way constitute a waiver of future violations of the same or any other provision.

f. No Third Party Rights

This Support Agreement does not create any rights in any third parties, except assigns, successors of heirs expressly permitted hereunder.

SCHEDULE A - SIOS Support

SIOS Support (or Perpetual License Customers)	
Support Coverage	24 hours a day, 7 days a week (support for weekends and holidays is only available to address Critical Issues)
Weekends and Holidays	YES, but only for Critical Issues. Critical Issues means down production systems or applications, where Customer data cannot be accessed using SIOS Programs. SIOS will provide a two-hour response time.
Contact Methods	*Phone, email, web. SIOS Support does NOT check emails during weekends or holidays. SIOS Support Customers must call the numbers below during weekends or holidays: Phone +1-803-808-4270 (Worldwide), Toll Free 1-877-457-5113 *Please contact the applicable support center from the Support Centers list at the bottom of this document

Out of Scope Support Requests

If a Customer requests Support Services that are outside of the applicable scope of coverage described in the table above, then:

(1) SIOS reserves the right to charge the Customer a weekend/holiday/after-hours support fee at its then current rates, which may be changed from time to time by SIOS (the current rate for weekend/holiday/after-hours support is \$525.00 per hour with a minimum charge of \$525.00 per incident to be charged even if less than an hour of support services is performed), AND

(2) SIOS reserves the right to defer requested support in such cases where the customer service personnel determines that the additional resources relevant to the service will be available only during business days/hours.

Below are examples of support requests that are outside of the applicable scope of coverage:

- Where a SIOS Support Customer requests NON-critical support during weekends or holidays.
 - Where any Customer requests production down support or support to address a "Critical Issue" for a system that was never stable in production, including a system that is (a) in the process of production migration activities or (b) a part of a failed go-live attempt.
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SCHEDULE B - SUPPORT POLICIES

This Schedule B applies to all Major Releases (e.g. 10 to 11) and Major.Minor Releases (e.g., 10.0, 10.1, 9.8) of SIOS Programs. Support levels are calculated from the GA Date of the Major or Major.Minor Release. Maintenance Releases (e.g., 10.0.1, 10.0.2) do not reset the GA Date for support level calculation purposes.

Support Level Definitions		
Support Level	Timeline from GA	Coverage Details
Full (Standard) Support	First 3 Years from GA Date	<ul style="list-style-type: none"> • Full technical support, including error correction, troubleshooting, and root cause analysis (RCA) • Knowledge Base Articles (KBA) and portal access • Patches may be available as determined by SIOS in its sole discretion • Rehosting/migration to new hardware • Free upgrade versions • 24/7 support for Support customers (Critical Issues only on weekends/holidays) <p>Note: Operating systems and applications will not be supported after their own vendor Extended Support period has ended</p>
Maintenance Support	Year 4 through end of Year 6 from GA Date	<ul style="list-style-type: none"> • Best effort support only • Limited troubleshooting and RCA based on KBAs for known issues only • Portal access and access to existing patches• New patches will NOT be created • Free upgrade versions (if available)

		<ul style="list-style-type: none"> • In case of an unknown issue, SIOS will recommend upgrading • Higher support fees apply due to higher support assistance and to incentivize customers to upgrade to current versions. <p>Note: Operating systems and applications will not be supported after their own vendor Extended Support period has ended</p>
Extended Support	Year 7 through end of Year 10 from GA Date	<ul style="list-style-type: none"> • Best effort support only • KBA reference only • No troubleshooting or RCA provided • In case of an unknown issue, SIOS will recommend upgrading • Portal access maintained • Free upgrade versions (if available) • Higher support fees apply due to higher support assistance and to incentivize customers to upgrade to current versions <p>Note: Operating systems and applications will not be supported after their own vendor Extended Support period has ended</p>
No Support Available	Year 10+	<ul style="list-style-type: none"> • No Support Services provided • Customer must upgrade to a supported version to receive any Support Services

Important Support Level Notes

1. Support Level Calculation Example: If LifeKeeper 10.0 has a GA Date of November 11, 2025:

- Full (Standard) Support ends: November 30, 2028
- Maintenance Support period: December 1, 2028 through November 30, 2031
- Extended Support period: December 1, 2031 through November 30, 2035
- No Support after: November 30, 2035

2. Automatic Transition: If a Program version transitions to a lower support level during any support period (Initial Term or Renewal Period), Customers will automatically receive support services at that lower level. Customers must upgrade to a Program version that is within the Full Support period in order to maintain Full (Standard) Support entitlements and service levels.

3. No Refunds for Mid-Term Upgrades: If a Customer upgrades from Maintenance or Extended Support to a version eligible for Full Support, SIOS will not prorate their fees or provide refunds. On their next renewal, they will be charged according to the support level applicable to the Program version they are running at that time. Customers who upgraded to a current version will return to Full (Standard) Support pricing and service levels.

4. Operating System and Application Dependencies: SIOS cannot provide support for Programs running on operating systems or applications that are no longer supported by their respective vendors, regardless of the SIOS Program's support level.

Acknowledgment

The Customer acknowledges and accepts that:

- SIOS's response may not be a complete solution to the support service request
- Despite SIOS's efforts, a response or solution to the support request may not be partially or fully available even under Full (Standard) Support
- SIOS makes no guarantee or promise in any form that it can resolve all of the Customer's support requests
- Support Services are provided on an "AS IS" basis without warranty as set forth in Section 7 of this Support Agreement

SUPPORT CENTERS AND CONTACT METHODS

SIOS Support can be contacted by:

- Entering a case via the SIOS Support Portal located at:
<https://support.us.sios.com/asp/SupportHome>
- Sending an email to support@us.sios.com or to the email address of the applicable support center (see contact information on the list below)
- Calling the applicable support center (see contact information on the list below)

IMPORTANT: SIOS Support does NOT check emails during weekends or holidays. Customers must call the numbers below during weekends or holidays:

- Phone +1-803-808-4270 (Worldwide)
- Toll Free 1-877-457-5113

SIOS has Support Centers in select geographies to provide customers and business partners with access to support in local languages and time zones and access to professionals with significant technical expertise in SIOS Programs.

Support Centers

Region	Contact	Language	Countries
North and South America	+1 877-457-5113 (United States), +1 803-808-4270 (Worldwide), support@us.sios.com Business Hours 8am-8pm EST Monday thru Friday	English	USA and all other countries not listed below.
Central Region and Eastern Europe	Contact Local Reseller where purchased		
United Kingdom and Ireland	Contact Local Reseller where purchased		
Scandinavia, Baltic countries and CIS	Contact Local Reseller where purchased		
Japan	https://www.sios.com/products/bcp/lkdk/contact/support_1k.html	Japanese	Japan
China	Contact Local Reseller where purchased		China
Taiwan	Contact Local Reseller where purchased		Taiwan

Asia Pacific Other

Contact Local
Reseller where
purchased

English

Malaysia, Singapore, India,
Indonesia, Sri Lanka, Pakistan,
Bangladesh, Brunei, Vietnam,
Cambodia, Philippines