

Violin Memory Customer First™ Guarantees

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



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Customer First™ Guarantees

Violin is committed to our customers achieving their business and technical objectives. Our Flash Storage Platform solutions are deployed in mission critical environments for the largest global enterprises. We value our customer's trust, and we are steadfast in enabling their successful outcomes.

1. Capacity Guarantee

Violin guarantees the Effective Capacity on the Flash Storage Platform (FSP) array that is committed to customer at time of sale. A Violin Sales Engineer will collaborate with customer to determine optimal design, configuration and achievable Effective Capacity based on customer's description of their workload and environment. The committed Effective Capacity Guarantee will be documented on the customer's quote by Violin Sales.

For purposes of calculating the Effective Capacity:

- The data stored on the Product must represent data from a variety of workloads and applications and may not consist entirely of data from a single workload type.
- No portion of the data to be stored on the Product may contain encrypted or pre-compressed data.
- In assessing the applicability of this guarantee, audio, video, photos, imaging, seismic, and multiplexed data shall be excluded from the Effective Capacity calculation and will be considered as a reduction in the total useable capacity leading to a lower Effective Capacity guarantee.

Violin's Capacity Guarantee is subject to these additional terms and conditions:

- Customer must fully utilize all Violin recommended data reduction technologies including, but not limited to, de-duplication, compression, and thin provisioning.
- Achievement of a particular data reduction ratio is not guaranteed.
- Documented Effective Capacity Guarantee is valid for a period of six months after shipment.
- The firmware release must be Aria 7.1.2/Concerto 7.6.0 or later releases. Software levels must always be within n-1 of current General Availability level and must always be within one year of the most recent release General Availability.
- Customer must deploy the Product according to all Violin recommended best practices.
- Customer must enable CallHome feature or provide logs upon request. Additionally, customer must provide access to the equipment to enable Violin to evaluate the guarantee and the actual experience in the customer environment. Violin reserves the right to change configuration, perform tuning or optimizations, replace hardware, or upgrade firmware to enable the customer to realize the guaranteed experience.
- The Products must be under an active and qualifying Silver, Gold or Platinum support contract that has not lapsed during the life of the Product.
- Customer First Guarantees are offered with the understanding that the customer's account is in good standing with credit and outstanding account receivables. Customer must make timely payment for all qualifying Product and Support Services according to the terms of the Sales Quote.
- If our Capacity Guarantee is not met, customer must notify Violin in writing via email to Salesops@vmem.com and share actual results experienced when requested. Violin shall repair such defect by using commercially reasonable efforts to



repair the affected Product to achieve the guarantee. Such repairs may include, at Violin's sole discretion, upgrading the affected Product's software, reconfiguring the Product, providing additional equipment, providing additional capacity licenses, or changing other Violin FSP components.

2. Service Pricing

At the expiration of the customer's purchased support plan, customer will have the option to renew their Support Plan at the same effective annual rate for the same Product at the same level of support for additional years. The ability to renew is subject to Violin's End of Life Policy and other terms and conditions in its Support Services Policy. Customers may lower their renewal rate by purchasing a multi-year renewal and receiving additional discounts.

Violin's support services and terms are described in our Product Warranty and Support Services Policy <http://cdn.violin-memory.com/wp-content/uploads/Violin-Support-Services-Policy-2015.pdf>

3. VIMM Endurance

For a period of five years after shipment, Violin is committed to provide a one-time replacement of VIMMs hardware when the VIMM life remaining is $\leq 5\%$.

Violin will send replacement hardware and specific installation instructions and customer may elect to either replace themselves or can purchase Violin Professional Services for replacement.

Violin's VIMM Endurance Guarantee is subject to these additional terms and conditions:

- Violin VIMM Endurance Guarantee is applicable to the 6000 and FSP arrays. Violin will only replace the VIMMs that have $\leq 5\%$ and not all the VIMMs in the system.
- This program offers a one cycle VIMMs replacement per array during the life of the array.
- The Products must be under an active and qualifying Gold or Platinum support contract that has not lapsed during the life of the Product.
- Products with an End of Life announcement may no longer qualify for this guarantee.

4. High Availability Guarantee

With Violin's robust architecture, defined best practices and industry leading Stretch Cluster solution, Violin customers deploying 7700 Stretch Cluster are guaranteed 99.9999% availability.

Violin 99.9999% availability guarantee is measured as 31.5 seconds of unplanned downtime per 12 months. Customer's planned downtime for any reason is excluded from the calculations. Compliance is solely determined by Violin Memory.

Violin's High Availability Guarantee is subject to these additional terms and conditions:

- 7700 Stretch Cluster Solution must include a minimum of four arrays (two per site) comprised of any combination of 7300, 7450 or 7650.
- Data under each controller must be mirrored to the storage shelves under the second controller



- Solution must operate at or less than 80% of usable capacity on all storage shelves
- Violin Professional Services consultant must install and certify the implementation and solution.
- Customer must follow Violin best practices outlined all Best Practice Guides and in Violin 7700-Stretch Cluster Best Practices Guide
- The Stretch Cluster solution must run Aria 7.1.2 and Concerto 7.6 or later on the 7700 and all storage shelves.
- Software levels must be within n-1 of current GA level and must always be within one year of the most recent release.
- Any changes must be agreed in writing by Violin Professional Services prior to implementation to ensure best practices.
- Two Health Checks per year must be completed by Violin. Bi-annual Health Checks are included for arrays with an active Platinum Support contract.
- Customer must enable CallHome feature. Additionally, customer must provide access to the equipment to enable Violin to evaluate the guarantee and the actual experience in the customer environment. Violin reserves the right to change configuration, perform tuning or optimizations, replace hardware, or upgrade firmware to enable the customer to realize the guaranteed experience.
- All Products deployed in the Stretch Cluster Solution must be under an active, consistent, and qualifying Gold or Platinum support contract that has not lapsed during the life of the Product.
- Violin's High Availability guarantee is at the storage level only. Exclusions include but are not limited to failures from or changes to customer applications, operating systems, hardware and software impacting high availability or data integrity, impact from human error, power or site outages, terrorist attacks and all natural disasters (flood, lightning, earthquakes, hurricanes, etc.).
- Customer must notify Violin of non-conformance in writing via email to Salesop@vmem.com and share actual results experienced when requested.

5. Scalable Capacity Guarantee – Pay as you Grow

Pay as You Grow is our non-disruptive software license based expansion that aligns customer's capex with the value received over time. The customer has the benefit of spreading the cost of the capacity over the life of the array and the assurance that they can add capacity and/or expand to the full capacity of the array instantaneously and completely non-disruptively with the purchase of a license and relevant support.

Violin's Scalable Capacity Guarantee is subject to these additional terms and conditions:

- Customer is only authorized to use such Products at or below the limit for which it has paid Violin
- Buyer agrees to enable the Product's Callhome feature to allow Seller to monitor capacity usage and to notify Seller promptly after its use of any Product exceeds any specified capacity limit. In such event (or if Seller otherwise learns that Buyer's use has exceeded any limit), then Seller may invoice Buyer for such excess use in accordance with its standard policy, and Buyer agrees to pay Seller the amount stated in such invoice, even if Buyer's usage falls below the capacity limit.
- Violin reserves the right to inspect, audit or otherwise verify Buyer's compliance



Additional Terms and Conditions For All Customer First Guarantees

- The Customer First Guarantees are governed by Violins standard terms and conditions.
<http://cdn.violin-memory.com/wp-content/uploads/resources/Violin-Memory-Standard-Terms-Conditions-Sale.pdf>
- Violin's support services and terms are described in our Product Warranty and Support Services Policy
<http://cdn.violin-memory.com/wp-content/uploads/Violin-Support-Services-Policy-2015.pdf>
- Customer First Guarantees are offered with the understanding that the customer's account is in good standing with credit and outstanding account receivables. Customer must make timely payment for all qualifying Product and Support Services according to the terms of the Sales Quote.
- Qualifying Violin Products include the 7650, 7450, 7300, and 7700 arrays. The firmware release must be Aria 7.1.2/Concerto 7.6.0 or later releases. Software levels must always be within n-1 of current General Availability level and must always be within one year of the most recent release General Availability.
- Customer must deploy the Product according to all Violin recommended best practices.
- The Products must be under an active and qualifying Gold or Platinum support contract that has not lapsed during the life of the Product.
- All qualifying arrays must have Callhome functionality enabled or the customer must provide logs semiannually or upon Violin request.
- Violin reserves the right to change configuration, perform tuning or optimizations, replace hardware, or upgrade firmware to enable the customer to realize the guaranteed experience.
- Customer must make the request for Violin to inspect non-conformance in writing to Salesops@vmem.com within 10 business days and share actual results experienced when requested.
- Customer must provide access to the equipment to enable Violin to evaluate the guarantee and the actual experience in the customer environment.
- In the event that Customer First Guarantee is not achieved, Violin will extend the Customer's active Gold or Platinum support contract period up to 30 days. This extension is provided only one 30-day period maximum per the active support contract for any individual guarantee, and/or any combination of guarantees, or all guarantees in total.



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.