

Hardware Replacement Policy

LIVEWIRE
CLOUD

Applies to Livewire's Cloud offering Available from all Tier3 and Tier1 Datacenters

Hardware Replacement Policy (HRP)

Table of Contents

1.	HRP Overview.....	3
2.	HRP Guarantee (Single DC / Dual DC Stretched Clusters).....	3
3.	HRP Exclusions.....	4
4.	HRP Limitations.....	4
5.	Credit Requirements.....	5
6.	Terms of Service / Terms and Conditions.....	5

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1. HRP Overview.

The following presents Livewire Cloud Group Inc. ("Livewire") "**Hardware Replacement Policy (HRP)**" applicable to the sale of its HClaaS | PCaaS products and services ("Products and Services") offered from its datacenters in US (NY2|SV4).

The purpose of this document is to set forth the standards and policy for hardware replacement at which Livewire is to provide certain level of service commitments. You agree that the remedies set out herein are the sole and exclusive remedy for Livewire's failure to meet these service commitments and it applies only when Your account is in good standing.

2. HRP Guarantee (Single DC / Dual DC Stretched Clusters).

Livewire will use technically and commercially reasonable efforts to ensure that, during any given billing month of the Service Term / Warranty, availability of each component of your dedicated cluster meets the "Availability Commitment" as per SLA. Further any faulty hardware component / faulty host in your cluster is replaced as per HRP guideline within defined duration in below table.

Hardware Components	Replacement Guarantee
Host Failure	1 hour
Single DIMM Failure	24 Hours
Multiple DIMM Failures	2 Hours
Single Disk Failure	24 Hours
Multiple Disk Failure	2 Hours
Single NIC / Cable Failure	4 Hours
Dual NIC / Cable Failure on same host	2 Hours
PSU failure on one of the host	2 Hours

Livewire guarantee the functioning of your dedicated servers and their components. We will replace any failed component at no cost to the customer while the account is in good standing. Hardware replacement will begin and will be calculated for hardware guarantee from the time we identify the cause of the problem / failure.

Note: This guaranty does not include the time required to rebuild your system, such as the time required to configure a replacement device, firmware updates, software installations, OS reinstallation, Rebuilding of Arrays, Configuring / Adding the host in cluster, Rebalancing of data initiated by vSAN or other data or backup services.

If Livewire fails to meet the guaranties specified in table above and the failure adversely affects your Hosted System, you are entitled to a credit in the amount of 5% of the monthly fee per hour of downtime (up to 100% of customer's monthly fee).

Hardware is defined as the Host (server), Processor(s), RAM, hard disk(s), SSD, motherboard, NIC, PSU and other related hardware included under HClaaS | PCaaS | IaaS deployment.

Occasionally servers and systems must be brought down for routine maintenance and upgrades to ensure that your cluster will perform optimally. Scheduled service outages do not qualify for this guarantee!

3. HRP Exclusions.

Any third party hardware appliance / customer provided appliances like firewall, load balancers, filers, NAS, external storage devices are excluded from this hardware guarantee. Please note, Livewire do not maintain any spares in stock for third party appliances. Customers must ship these spares in advance at respective datacenters to avoid longer hardware outages if there is a hardware failure.

4. HRP Limitations

The following will be excluded from any time-based calculations related to the service component being Unavailable:

- I. Scheduled maintenance where you have been notified at least 24 hours in advance.
- II. Emergency maintenance window which can be call upon when deemed necessary by Livewire Infrastructure Support Team.
- III. Recurring or zero-impact maintenance that is generally applicable to all customers.
- IV. Your misuse of the service offering or a service component.
- V. Force majeure events, denial of service attacks, viruses, or hacking attacks for which there is no commercially reasonable known solution, or any other events that are not within our control or that could not have been avoided with commercially reasonable care,
- VI. Acts or orders of government.
- VII. Bugs in code or software from hardware vendor for which there is no commercially reasonable known fix (even if there is a known workaround).
- VIII. Periods of downtime due to work directed and/or requested by You.
- IX. Evaluation or approval of new software or hardware for use within Livewire's data center. This includes systems developed outside of Livewire such as third party systems or systems developed by You.
- X. Since Customers are provided with root access to host and admin access to cluster, any mistake / non supported configuration changes done by customer / their engineer will be excluded from this HRP Guarantee

In addition to the requirements set forth, above, you will not be eligible to receive a guarantee credit if:

- I. Your account has any delinquent payments for the Service Offering
- II. You are in violation of Livewire's Acceptable Use Policy (AUP) of the Terms of Service during the time of the SLA Event
- III. The Event was due to your failure to meet your security responsibilities as set forth in the Agreement.

Livewire's monitoring tools, data, and records will be the sole source of information used to track and validate Availability. Upon request, Livewire will provide to you, within 45 days after a confirmed downtime Event, a copy of the Availability report.

5. Credit Requirements

The following are required for credits:

You must open a support case (a "Case") during the Failure in question. You will open all Cases through the Support Portal / contacting support via email. In opening a Case, you need to provide complete information regarding the nature of the problem, including any information reasonably necessary for diagnosis and correction, by following the Case opening procedures at the Support Portal / Support and Help Center.

However, at Livewire's sole discretion, a Livewire representative may open a Case for You and You will need to provide all information required in the preceding sentence to the support representative.

You must provide the information required / asked by support personnel even if Livewire provides managed cloud services.

You must provide Livewire with accurate and complete designated points of contact at Your end who will be working with Livewire technical team.

You must provide Livewire with accurate passwords for maintenance and repair use by Livewire engineers.

Delays or failures caused by Your failure to abide by the requirements OR not providing required information in time do not constitute to service credits.

6. Terms of Service / Terms and Conditions

Terms defined in the Agreement will have the same meaning when used in this document. In the event of any conflict between this document and the Agreement, the Agreement will govern.