

## Exabytes- Migration Terms and Conditions

### Introduction

You acknowledge that subject to circumstances, data migration services ("Services") may be performed to move your data from your existing storage/service provider to Exabytes' services. You understand and agree that these Migration Terms and Conditions ("MTC") shall, together with the terms and conditions as set out on the website of Exabytes.com ("Exabytes T&C"), govern the Services provided by us, Exabytes to You, including all the data and information provided by You to us. By using the Services, You accepted this MTC and Exabytes T&C.

In the event there's a conflict between this MTC and the Exabytes T&C, the provisions of this MTC shall prevail.

(You and Exabytes shall collectively be referred to as "Parties")

### Terms & Conditions

You understand and agree that:

#### A. **Our Responsibilities:**

1. We shall perform the Services in due care and skill.
2. We will ensure that sufficient manpower with compatible skills is provided to perform the Services
3. We shall ensure that the Services are performed in accordance with the laws and regulations, including obtaining necessary licenses or permits.
4. We will, subject to the necessity and the data provided by You to us, prepare an analysis and migration plan for Your approval prior to performing the Services.

#### B. **Your Responsibilities:**

1. You are required to provide the information and data as required by us in a timely manner and to provide full cooperation with and follow the instructions given by the team of Exabytes.
2. You shall ensure that You have the rights and authority to transfer/remove the data, including that You have obtained appropriate consent from the necessary parties for the Services as needed or there is no restriction (eg. internal policy or export control) to transfer the data.
3. You represent and warrant that You shall, at Your own expense, be responsible for obtaining, or has obtained permission or any approval for Yourself and Exabytes to access and use the account, software, or hardware, for the purpose of providing and performing the Services, including maintaining the user accounts, software licences and subject devices (if any) during the Services' period, and to ensure that all requirements including environmental, technical, and operational, are met before the commencement of the Services.
4. You shall ensure the legitimacy of the content of the data and that the transfer of the data does not infringe on any laws, regulations, contracts or rights of any third parties.
5. You shall provide us the necessary access to Your control panel account, systems and networks (including, without limitation, remote systems/ network access) in order to perform the Services, and to assume all responsibility for network connectivity, performance, and configuration issues. You are aware that any remediation required of the source storage array environment is at Your sole responsibility.
6. You shall work with Exabytes' team to verify that the network is configured properly, and to provide support from technical support teams as necessary.
7. You are responsible for shutting down host/server applications prior to the start of data migration, and responsible for bringing applications into a production state after migration.
8. You shall ensure that the payment for the Services is paid on time and that You shall be responsible for paying all the applicable taxes, duties, fines for the use of the Services

#### C. **Services**

1. Pre-Migration: Exabytes' team will conduct an analysis on the requests based on the information and data provided by You, and a pre-migration analysis will be provided to You subject to the information we received from You. The pre-migration analysis may include:
  - i. the proposed services plan subject to Your requirements;
  - ii. any potential threats;
  - iii. the data/information further required;
  - iv. complexity of the services;
  - v. Your objectives and expectations; or

vi. such other analysis as Exabytes deems necessary.

The Parties will finalise the proposed services plan ("Services Plan") as soon as possible without unreasonably delay. Any changes to the Services Plan shall be approved by the Parties in writing.

2. **Migration:** Once the proposed services plan is accepted by You and finalised by the Parties, subject to Your payment of the Services, we will initiate the migration in accordance with the Services Plan. You undertake to provide full cooperation to Exabytes in performing the Services to You.
3. **Post-Migration:** Upon the completion of the migration of the necessary accounts, our team will update You or Your person in charge of the status with a summary of the migration, and You are reminded to change the login credentials. You acknowledge and agree to change the password immediately upon notification from Exabytes of the completion of the Services. You shall within 14 days from the date of our notification of completion, to verify and confirm the results of the Services. Any rectification required by You shall subject to the approval of Exabytes. In the event of any conflict between the Parties' interpretation on defects of the results, the analysis and justification of Exabytes shall prevail. You understand that any requests to rectify the defects claimed by You shall be subject to costs and expenses as may be imposed by Exabytes.

**D. Data Provided:**

1. You confirm that all data (including personal data) is collected and obtained in accordance with the laws and regulations.
2. The Parties shall ensure that the data is protected with reasonable security measurements. However, You understand that nothing on this internet is guaranteed from any threats despite security measures being imposed.
3. We acknowledge that the data provided to us by You shall remain Your assets and properties, and no rights granted to Exabytes to access the data unless otherwise for the purposes of the Services.
4. You understand that You shall be solely responsible for the data to be migrated, including without limit to the security, accuracy, availability, back-up of the data.

**E. Charges and Payment**

Subject to Your requests and the analysis of the data, the team will issue you a quotation for the fees of the Services. Billing will be issued upon Your acceptance of the quotation, and You are required to pay the fees agreed to within seven (7) days from the date of the billing issued to You. You understand that the Services will only be provided subject to Your completion of Your payment obligation.

**F. Disclosure:**

You agree that Exabytes may share/disclose the information under the Services to its employees, affiliates, advisor on a need-to-know basis. Subject to Your consent, Exabytes may share the information with third party service providers in order to perform the Services or any other services arising from or relevant to the Services, if necessary.

**G. Exclusions**

You understand and agree that Exabytes is only responsible for performing the Services expressly specified in the Services Plan, and the following shall be excluded from the Services:

- i. the security of the login credential provided by You despite Exabytes undertakes that we shall only use the login credential provided for the purpose of this Service.
- ii. The accuracy, availability, accessibility of any of Your data and information.
- iii. the operability of the system after the migration.

**H. Disclaimer:**

Unless otherwise expressly stated in this MTC and subject to the extent permitted by the laws, Exabytes disclaims all warranties, liabilities or responsibilities in relation to :

- i. any errors or omissions that are contained in the Data provided by You to Exabytes.
- ii. Any third party warranties or any effect that the Services may have on the said warranties
- iii. Any acts or omissions by Exabytes of a third party
- iv. Any modifications to the Services and/or data/information effected or attempted by any party other than Exabytes.

- v. any act, error, fault, neglect, misuse or omission of You;
- vi. any cyberattack including virus, denial of service attack or other malicious act that adversely affects the Services or Your data;
- vii. Any of Your improper use or mismanagement of the Services;
- viii. Merchantability, commissioning, fitness for a particular purpose; or
- ix. Any of the Force Majeure Event.

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