



DataCore™ Cloud Service Provider Program (DCSPP) Policy Guide for Cloud Service Providers

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Welcome

Welcome to the DataCore Cloud Service Provider Program Policy Guide for Cloud Service Providers (“Guide”)!

Generally, DataCore™ software products are available only on a perpetual license, “pay up front” basis. However, in this program (the “DCSPP”), DataCore makes certain of its software products (“DCSPP Products”) available for license to DCSPP members engaged in the business of providing Hosted IT Services (“CSPs”) on a “pay as you go” model, in which the CSP is licensed to use DCSPP Products for a limited term and pays for its use of DCSPP Products based on a monthly usage plan.

The Guide is an important document. It provides information about the DCSPP, including some of the policies service providers must follow to enter and remain in the program. Other important obligations are set forth in the DataCore Cloud Service Provider Program Agreement (the “Agreement”), which is a “click-through” agreement that the service provider must enter into as part of its application for membership in the DCSPP. The terms of the Guide are in addition to the terms of the Agreement. The terms of the Agreement are controlling in the event of any conflict with the Guide. All terms not otherwise defined herein shall have the meanings given in the Agreement.

This Guide is effective as of March, 2017. The current version of the Guide will be made available on the DataCore™ DCSPP Partner Portal located at <http://www.datacore.com/cloud-service-provider-program>. CSPs should check the DCSPP Partner Portal frequently for updates and other important program information. DataCore may update or revise the Guide at any time by posting a new version on the DCSPP Partner Portal. Those updates and revisions become effective and binding upon CSPs on the effective date stated in the new version, which shall be at least thirty (30) days after the date it was posted on the DCSPP Partner Portal unless DataCore provides the CSPs with written notice of an earlier effective date.

DataCore does not provide any warranties as to the Guide or for any information contained in the Guide and specifically disclaims any liability for damages, including, without limitation, direct, indirect, consequential, incidental, and special damages in connection with the Guide or the information contained in the Guide.

The DCSPP is not available in all countries; contact the DCSPP Administrator at DataCore for more information on availability.

DataCore CSP Program (DCSPP) Basics

Purpose of the DCSPP

DataCore has created the DCSPP to make DCSPP Products available to CSPs on a “pay as you go” model, in which the CSP is licensed to use DCSPP Products during the twelve month (12) term of a DCSPP Monthly Point Plan and pays license fees based on usage in accordance with that plan.

A “DCSPP Monthly Point Plan” is one of the twelve (12) month, firm commitment, monthly usage plans offered by DataCore and resold by Aggregators (as they exist from time to time) that permit a CSP to use DCSPP Products during that term.

“Hosted IT Services”

To be a CSP, a service provider must be engaged in the business of providing Hosted IT Services. Moreover, under the CSP EULA that governs the CSP’s use of DCSPP Products, the CSP may only use the DCSPP Products to provide Hosted IT Services.

“Hosted IT Services” means an internet-based subscription service operated by a service provider entity that consists of providing multiple end user subscribers access to: (i) the storage resources of systems operated by the service provider entity (such as utility or grid computing), or (ii) various software applications that are installed and operated on the systems of the service provider entity. For purposes of this definition, “end user subscribers” must be independent third-parties with which the service provider has a commercial relationship. DCSPP Products may not be used to provide these services within a service provider or to departments, divisions, business groups or affiliates of the service provider, and such services when so provided are not Hosted IT Services for purposes of the DCSPP.

Hosted IT Services are sometimes marketed as “Cloud”-based services. They may encompass a variety of IT needs through the use of servers in specialized roles, such as Web, File, Mail, Database, Application, Backup, Transaction processing, and Storage. The facilities are sometimes referred to as “Off-premises,” “Co-location” or “Disaster Recovery” sites to distinguish them from those on premises at the subscriber’s private data center. However, the name given to a service provider’s services does not determine whether or not the services meet the definition of Hosted IT Services. DataCore reserves the right to determine at any time throughout the term of a CSP’s membership in the Program whether or not it provides Hosted IT Services and otherwise meets or continues to meet the requirements for membership as a CSP in the DCSPP, even if the service provider was previously admitted to the program as a CSP.

DCSPP Products

One of the benefits of the DCSPP is the ability to use DataCore software on a subscription (term) basis. Unlike other DataCore software products, DCSPP Products are not licensed perpetually. They are licensed for the term of a twelve (12) month DCSPP Monthly Point Plan and expire unless the DCSPP Monthly Point Plan is renewed or replaced with another DCSPP Monthly Point Plan.

The DCSPP allows the CSP to:

- Obtain licenses to DCSPP Products on a term-based subscription license.
- Pay the license fee for each DCSPP Product monthly based on usage. Prices for the DCSPP Products include DataCore standard support for the 12-month term of the Monthly Point Plan under which they are used. DCSPP Products are supported under the Support Services Terms. See www.datacore.com/services_support/servsup_policies.asp.
- Provide Hosted IT Services to third parties using the DCSPP Products.

The DCSPP Products may only be used in providing Hosted IT Services, and may not be used or installed for any form of internal use.

The DCSPP Products are listed in the current DCSPP Product Guide. Not all DataCore products are available through the DCSPP program. See the DCSPP Product Guide for a full listing of DCSPP Products available at this time.

DCSPP Aggregators

DCSPP Product licenses and DCSPP Monthly Point Plans are not purchased directly from DataCore by CSPs. DataCore has authorized a limited number of distributors to provide these licenses to CSPs. These distributors are called “Aggregators.” The CSP will be directed to a list of the Aggregators in the CSP’s Territory at the time the CSP is admitted into the DCSPP.

The Aggregators are the CSPs’ primary points of service under the DCSPP. Under a contract to be entered into between the Aggregator and the CSP (“CSP/Aggregator Agreement”), the CSP orders DCSPP Product licenses and DCSPP Monthly Point Plans from the Aggregator, reports its monthly DCSPP Product usage to the Aggregator, and receives and pays the Aggregator’s invoices for that usage. The parties to the CSP/Aggregator Agreement are the Aggregator and the CSP, and DataCore is neither a party to that agreement nor responsible directly or indirectly for the performance of either party to that agreement.

A CSP’s “Territory” for purposes of the DCSPP means the country in which the CSP’s principal place of business is located, as identified by the CSP on the DCSPP application form. CSPs are required to obtain DCSPP Products and Monthly Point Plans from Aggregators authorized by DataCore to perform that role in the CSP’s Territory. However, this restriction shall not affect the freedom of CSPs located in the European Economic Area (EEA) to obtain DCSPP Products and DCSPP Monthly Point Plans from Aggregators authorized by DataCore to operate within the EEA.

Before a service provider may enter into a CSP/Aggregator Agreement, the service provider must first apply for and be admitted by DataCore to membership under the DCSPP.

Getting Started

First Steps

To be admitted to the DCSPP and, once admitted, remain authorized to obtain DCSPP Product licenses under the DCSPP, a service provider must:

1. Be in the business of providing Hosted IT Services;
2. Have a DataCore Certified Implementation Engineer (DCIE) on staff at all times. If the CSP has met all other DCSPP prerequisites except for this requirement, but it has scheduled and registered a member of its staff to attend the DCIE training class, DataCore may in its discretion allow the service provider's membership in the DCSPP to proceed or continue provisionally pending the prompt DCIE certification of the staff member;
3. Register and fill out the application profile form on DataCore's web site as a CSP through the link located at the DCSPP Partner Portal
<http://www.datacore.com/cloud-service-provider-program>;
4. Accept the terms of the Agreement during registration;
5. Be approved for admission by the DCSPP Administrator. Upon notification of admission, the CSP will receive an identification number (CSP ID) that it must use when placing its orders with the Aggregator and it will be provided with a list of Aggregators in its Territory. This process usually takes three (3) business days for eligibility verification; and
6. After being approved as a CSP, select an Aggregator and enter into a CSP/ Aggregator Agreement with the Aggregator.

Please note:

- The DCSPP is not available in all countries; contact the DCSPP Administrator for more information on availability.
- Each service provider entity that desires to provide Hosted IT Services using DataCore Products, even if affiliated with another CSP, must join the DCSPP and enter into the Agreement individually, and in all respects shall participate in the DCSPP as a CSP separate from its affiliates, except as DataCore shall otherwise agree.
- DataCore requires CSPs to complete an application profile, providing information about the CSP's Hosted IT Services business, its expertise in DataCore solutions and other information including support, marketing, and technical contacts. It is the responsibility of the CSP to ensure that its profile is kept up to date.
- By joining the DCSPP, a CSP consents to receiving program-related information from DataCore for the following purposes:
 - Administering the DCSPP;
 - Providing information to the CSP about the DCSPP, including events and training opportunities;
 - Inviting the CSP to participate in surveys and research; and
 - Providing the CSP with information and materials to support its efforts to deliver DataCore solutions, including technical information and sales and marketing materials and resources.

Choose DCSPP Products and a Monthly Point Plan

After the CSP completes the "First Steps" set forth above, the CSP may order from the Aggregator DCSPP Product licenses and a DCSPP Monthly Point Plan for which the CSP is eligible. The DCSPP Product Guide provides information to help the CSP determine which products and point plan may be most appropriate.

The twelve (12) month term of each DCSPP Monthly Point Plan will begin on the first day of a calendar month. It is the CSP's responsibility to assure that it places its order for the point plan with the Aggregator in accordance with the Aggregator's requirements in time for the DCSPP Product license keys to reach the CSP by the commencement of that term.

Upon the expiration of any DCSPP Monthly Point Plan, the term will automatically renew for a successive twelve (12) month term as and subject to the exceptions provided in the CSP/Aggregator Agreement.

DCSPP Product Installation

The DCSPP allows CSPs to install and use the DCSPP Products as part of a Hosted IT Service. All DCSPP Products must be installed and used solely by the CSP on its own premises and equipment in which it remains in possession. CSPs may install and operate the DCSPP Products only in datacenters in its Territory. The CSP's end user subscribers who access the Hosted IT Services may reside outside of the Territory where the datacenter is hosted, subject to the CSP's compliance with its obligations under the Guide and the Agreement.

Prior written approval is required from the DCSPP Administrator for any deviation from these installation requirements.

DCSPP Monthly Point Plans and Usage Reporting

DCSPP Monthly Point Plans

Each DCSPP Monthly Point Plan is a twelve (12) month contractual commitment to pay a minimum monthly amount for the use of DCSPP Products and provides for both: (i) a specified number of points that the CSP may "consume" during each calendar month without additional charge ("Included Points"); and (ii) a per point charge for each additional point consumed in that calendar month ("Additional Points"). The points a CSP "consumes" in each calendar month by its usage of DCSPP Products is measured in the manner set forth in the DCSPP Product Guide. At the end of each calendar month the CSP is required to report its usage of DCSPP Products to the Aggregator as calculated in accordance with the DCSPP Product Guide. As provided in the DCSPP Product Guide, that usage is converted into the points that provide the basis for the amount the Aggregator will bill the CSP for that calendar month in accordance with the DCSPP Monthly Point Plan ordered.

Each DCSPP Monthly Point Plan is a firm, non-cancellable obligation for a term of twelve (12) months to pay for the minimum monthly point amount each calendar month plus the amount incurred for any Additional Points consumed, regardless of whether the CSP consumes all the Included Points in that calendar month. Included Points that are not consumed in a given calendar month are lost and do not carry over to subsequent calendar months. Also, multi-year point plans are not permitted.

Using points as a common currency allows DataCore to create a DCSPP Product Guide that communicates the cost of DCSPP Product usage efficiently and concisely to CSPs around the world even though they purchase from many different Aggregators and in many different currencies. It

also makes it possible for CSPs to license additional DCSPP Products (should they be offered in the future) without having to enter into a new DCSPP Monthly Point Plan, because usage of the added DCSPP Products will just be added to the points consumed each month under the existing plan.

There are a number of point plans from which to choose. The price per point decreases as the number of Included Points in the plan increases, and the number of points consumed through the use of DCSPP Products varies from product to product.

Please refer to the DCSPP Product Guide for more information about available point plans and the calculation of points consumed for each DCSPP Product.

Changing Point Plans During the Term

A CSP is permitted to replace an existing DCSPP Monthly Point Plan with a new DCSPP Monthly Point Plan at any time, but only if the new DCSPP Monthly Point Plan has more Included Points per month (e.g. moving from a DCSPP Monthly Point Plan with 300 Included Points per month to a DCSPP Monthly Point Plan with 1500 Included Points per month). When a DCSPP Monthly Point Plan is replaced with a new one that has more Included Points per month, a new twelve (12) month contractual commitment to that new, higher DCSPP Monthly Point Plan commences on the change date.

A CSP may not replace an existing DCSPP Monthly Point Plan during its twelve (12) month term with a DCSPP Monthly Point Plan that has fewer Included Points per month. A DCSPP Monthly Point Plan can only be replaced with a DCSPP Monthly Point Plan that has fewer Included Points per month upon the expiration of the twelve (12) month term.

To find out more about point plans and point plan pricing, please contact an Aggregator in the applicable Territory.

Note: Each CSP is responsible for verifying that they have procured all necessary third party licenses for use with any DCSPP Products and are in compliance with all such license limitations that may impact use of the DataCore software.

Usage Reporting

DCSPP Product usage is measured as described in the DCSPP Product Guide.

Each CSP must report its usage of all DCSPP Products on a monthly basis to the Aggregator in a “CSP Monthly Usage Report” by the fifth (5th) day of each calendar month unless it has an agreement with the Aggregator for a different date. The reporting data that the CSP provides to the Aggregator will be shared with DataCore and any third party contractor DataCore engages to assist it. This data shall include the details of each DCSPP Product used with the quantity and total points consumed.

- To simplify data collection, DataCore provides the “DCSPP Product Usage Meter,” which is a meter utility that produces a “DCSPP Product Usage Report” to track and report the usage of the DCSPP Product where it is installed. Specific point calculation methods for each DCSPP Product are available in the DCSPP Product Guide.

- The CSP must install the DCSPP Product Usage Meter to create the DCSPP Product Usage Report for each instance of a DCSPP Product licensed to the CSP and to which the DCSPP Product Usage Meter applies. Other DCSPP Products must be monitored manually by the CSP and reported to the Aggregator in accordance with the Aggregator’s reporting process.
- The CSP must include all the DCSPP Product Usage Reports for the calendar month being reported as part of each CSP Monthly Usage Report, and that the usage information in each DCSPP Product Usage Report will be determinative and binding usage of instance of the DCSPP Product to which it pertains, unless it can be definitively demonstrated that there was a reproducible malfunction in the DCSPP Product Usage Meter or its operation, as determined by DataCore.
- Minimum information in each report will include region, country, state, zip code and usage by DCSPP Product.
- Any CSP that does not include full data required on its reports to the Aggregator each month may be subjected to DCSPP Product use restrictions and excluded from the DCSPP.
- DataCore may require CSPs to deliver a Support Bundle to DataCore, as provided in the Agreement. The data included in the Support Bundle may be shared with the CSP’s Aggregator for reporting and compliance purposes.
- DCSPP Aggregators may have additional reporting requirements.
- Audits for compliance on reporting, pre-requisites, contracts, and contract payments may be conducted as provided in the Agreement. CSPs not fully in compliance with requirements and payments may be subjected to DCSPP Product use restrictions and exclusion from the DCSPP, in addition to any other rights or remedies of DataCore or the Aggregator.

DataCore CSP Program Benefits

In addition to permitting CSPs to license DCSPP Products on a subscription basis and use them to deliver Hosted IT Services, the DCSPP offers CSPs a variety of additional benefits.

DCSPP Partner Portal

DataCore provides a DCSPP-oriented website portal to which the current versions of the Guide and the DCSPP Product Guide will be posted. It also provides CSPs with access to additional resources, sales tools and useful program and product information.

Technical Bulletins, Best Practices & FAQs

DataCore offers an online searchable database that includes resolutions to common technical issues, valuable tips and tricks, technical notes and answers to frequently asked questions for DataCore products. The resources may be accessed from the DataCore website at www.datacore.com/Support.

Technical Support

Visit the technical support section on the DataCore website for further information on how to submit support request, support alerts, updates and more.

DataCore CSP Identifier and Logo Usage

CSPs can promote their partnership with DataCore by displaying the appropriate DataCore CSP identifier on their web sites, in advertisements and customer communications, and other marketing materials in accordance with the terms of the DCSPP Agreement and the DataCore Trademark Usage Guidelines.

Technology Badges

DataCore offers a technology badge to enable DCSPP partners to differentiate themselves. A technology badge is a logo that CSPs can use to demonstrate that they have met certain DataCore defined technology requirements. In addition, this helps simplify the customers' selection process and criteria in choosing a CSP.

DataCore Powered: A technology badge for Hosted IT Service based on DataCore SANsymphony™ software. CSPs in good standing are eligible to use this badge.

Education, Training and Certification

An important element of the DCSPP is knowledge transfer through education and training. Product knowledge is a key factor in enabling CSPs to effectively support their DataCore virtualized storage infrastructure. DataCore CSPs seeking to improve and expand technical skills, and achieve service accreditations and certifications, will benefit from DataCore's comprehensive catalog of training opportunities. DataCore offers courses that present introductory through advanced product information using online as well as hands-on exercises, preparing CSP for the DataCore accreditations and certifications.

Training Updates

Accreditation, certification requirements and curriculum may change as DataCore products and technical requirements change. As a result, CSPs may be required to procure additional training and certification to ensure their product skills are up to date. To the extent that new certifications or accreditation are released, DataCore recommends that CSPs complete the latest version available. CSPs cannot be more than two releases behind in their accreditation or certification. For more information on training, see <http://www.datacore.com/Support/Training.aspx>.