



DATA REDUCTION GUARANTEE

TERMS & CONDITIONS

Effective Date: 01.01.2025

These Terms and Conditions (the "Guarantee T&Cs") set forth the terms under which NGX Storage (the "Company") provides a Data Reduction Guarantee (the "Guarantee") for certain NGX Storage products purchased by the customer.

1. SCOPE AND ELIGIBILITY

1.1 Eligible Products

This Guarantee applies only to new purchases of the following products configured with SSD pools:

- NGX-AFA
- NGX-Hybrid (SSD pool configuration only)

If an Eligible Product is purchased as part of a larger converged system or solution, this Guarantee applies only to the storage component (SSD pool) covered by the purchase, not to other components.

1.2 Eligible Data ("Reducible Data")

- The Guarantee applies only to data that NGX Storage, in its sole discretion, determines to be "reducible data" (i.e., data subject to compression, deduplication, or other space-saving mechanisms supported by the system).
- "Unreducible Data" is explicitly excluded from this Guarantee, including but not limited to: host-compressed data, host-encrypted data, pre-compressed data, encrypted data, and media or file types that do not benefit from data reduction (e.g., certain image, audio, video, or other data types).

1.3 Activation Conditions

For the Guarantee to become effective, the following conditions must be satisfied:

- Compression, deduplication and any other applicable inline data-reduction functionality must be enabled on the SSD pools at all times.
- Data must be written to at least a minimum portion of the physical SSD pool capacity before the Guarantee applies. The minimum threshold shall be 50% of physical capacity.
- The Customer must maintain any required support or maintenance agreement for the duration of the Guarantee Period.
- The Guarantee applies only to new purchases made after the Effective Date of this Guarantee; products purchased before that date are excluded.
- "This Guarantee shall become effective only upon NGX Storage's written confirmation, duly issued by an authorized representative of the company, obtained prior to purchase."

2. GUARANTEE STATEMENT & GUARANTEE PERIOD

2.1 Guarantee Statement

Subject to all terms herein, NGX Storage guarantees that during the Guarantee Period, the logical usable capacity available for Reducible Data will achieve at least the following:

Protocol / Workload Type	Guaranteed Minimum Data Reduction Ratio
Block Storage (FC / iSCSI)	4:1
NAS Protocols (NFS / SMB / CIFS)	1.8:1
VMware, Hyper-V, KVM on NFS	3:1

2.2 Guarantee Period

The “Guarantee Period” begins on the date the Eligible Product is put into production and continues until the end of the pre-paid maintenance/support contract associated with that Product. If the Customer fails to maintain continuous support coverage, the Guarantee becomes void.

3. EXCLUSIONS & LIMITATIONS

3.1 Data Exclusions

- Unreducible Data (as defined above) is not covered; the Guarantee makes no representation or warranty regarding reduction of such data.
- Any data residing on volumes or pools where data-reduction features are disabled, or stored in formats not compatible with the reduction engine (e.g., host-encrypted or host-compressed), are excluded.

3.2 Customer Responsibilities

- Customer must ensure that data is written in native, standard format — no pre-compression or host-encryption before storage.
- Customer must keep the data-reduction features (compression/deduplication) enabled and properly configured during the entire Guarantee Period.
- If the Customer fails to meet these responsibilities, the Guarantee becomes null and void.
- Customer must notify the Company in writing of any claim before the expiration of the Guarantee Period. Only one claim per Eligible Product is permitted during the Guarantee Period.

3.3 General Limitations

- The Guarantee is not a general warranty on product quality, functionality, or performance beyond data reduction for Reducible Data.
- The Guarantee does not promise that a specific data reduction ratio will be reached in all use cases or workloads; it applies only under the conditions and data types defined herein.
- The Guarantee does not cover indirect, special, punitive, or consequential damages (e.g., lost business opportunities, lost data value, reputational harm) arising from failure to meet the Guarantee. Company’s liability under the Guarantee—if any—is limited to remedy as described below.

4. CLAIM & REMEDIATION PROCESS

4.1 Filing a Claim

To file a claim under this Guarantee, the Customer must:

- Submit a written notice to Company support before the Guarantee Period expires, describing the issue and workload/data mix.
- Provide all information and access reasonably requested by Company to assess data reduction, including but not limited to system dashboards, metrics, and any logs evidencing actual reduction results.
- Only one claim may be submitted under this Guarantee during the applicable guarantee period.

4.2 Company's Remediation Rights

If Company, in its sole discretion, determines that a valid claim exists (i.e., that under compliant conditions the logical usable capacity for Reducible Data falls below the guaranteed ratio), Company will — at its election — undertake one of the following remedial actions (at no additional cost to Customer):

- Optimize or re-tune compression/deduplication configuration;
- Update or patch storage-system firmware/microcode to improve data reduction behavior;
- Provide additional SSD capacity (or equivalent physical resources) sufficient to meet, post-remediation, the promised logical usable capacity guarantee — subject to a cap not to exceed 100% of the original usable physical capacity of the pool.

Such remedial actions constitute Customer's sole and exclusive remedy under this Guarantee. No further compensation, refund, or damages will be owed by company for failure to meet the Guarantee.

5. LEGAL & OTHER TERMS

5.1 Non-transferability

The Guarantee is personal to the original purchaser (Customer) and is not assignable or transferable to any third party.

5.2 No Waiver

Failure by Company to enforce any provision of this Guarantee at any time shall not constitute a waiver of that provision or of the right to enforce that provision later.

5.3 Changes and Termination

Company reserves the right to modify or terminate this Guarantee at any time. Any such change or termination will apply only to Eligible Products ordered after the date of change; existing Eligible Products (already purchased) remain subject to the terms in effect at the time of their purchase.

5.4 Severability

If any provision of these Guarantee T&C is held invalid or unenforceable under applicable law, that provision shall be struck and the remaining provisions shall remain in full force and effect.

6. DISCLAIMER & RELATIONSHIP TO OTHER WARRANTIES

This Guarantee is independent from, and in addition to, any other warranty, support or maintenance agreement provided by Company. It does not replace or alter other warranties but defines specific remedies and limitations solely in relation to data reduction performance of Reducible Data on Eligible Products under the conditions described herein.