Cray Cluster Supercomputers Support Levels

Introduction

Four service levels are available to CCS customers: Depot, Depot Plus, Premium and Premium Plus. The purpose of this document is to specify the support provisions and customer obligations for each support level. This document is deemed to be incorporated into the Contract for Sale, License and Support of Cray Inc. Products (Form1001).

NOTE: Part A to this document sets out clauses that apply to all support levels.

Part B to this document addresses specific clauses that relate to individual support levels, in addition to the clauses in Part A.

Part A

The following clauses apply to all Cray Cluster Supercomputers Support Levels.

1 Software Support

Cray will provide support for issues related to CCS Advanced Cluster Engine (ACE) management software. The response time for all ACE-related cases will depend on the service level, but is provided remotely only for all cases. For software support, it is critical to fully document and detail the issue not only to troubleshoot, but also to replicate it. If an issue cannot be recreated and has only occurred once, it will be documented and the case will be closed. Attachment of logs or any other related files will also expedite troubleshooting the problem.

2 Title to parts

Parts that are shipped by Cray to replenish a Cray supplied parts pool or that are installed in the customer system become the property of the customer; and parts removed from the customer system become the property of Cray.

The following sections set out the process and obligations of the Parties in relation to the different service levels.
Part B

Part B details specific details relating to each Cray Cluster Supercomputer Support Level and the terms apply accordingly.

<table>
<thead>
<tr>
<th>Type of Support</th>
<th>Depot</th>
<th>Depot With Advance Replacement</th>
<th>Depot Plus</th>
<th>Depot Plus With Advance Replacement</th>
<th>Premium</th>
<th>Premium Plus</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hours during which problems may be reported</td>
<td>Online</td>
<td>24x7</td>
<td>24x7</td>
<td>24x7</td>
<td>24x7</td>
<td>24x7</td>
</tr>
<tr>
<td></td>
<td>Phone</td>
<td>Normal business hours</td>
<td>Normal business hours</td>
<td>Normal business hours</td>
<td>Normal business hours</td>
<td>24x7</td>
</tr>
<tr>
<td>Response Time available during Phone Coverage only</td>
<td>Remote (starting from when Cray is notified of a problem)</td>
<td>NBD</td>
<td>NBD</td>
<td>NBD</td>
<td>NBD</td>
<td>4 hour</td>
</tr>
<tr>
<td></td>
<td>On-site (starting from when Cray determines on-site support is required)</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>NBD</td>
</tr>
<tr>
<td>Duty to pay for return shipment</td>
<td>Customer</td>
<td>Customer</td>
<td>Cray</td>
<td>Cray</td>
<td>Cray</td>
<td>Cray</td>
</tr>
<tr>
<td>When does Cray ship replacement parts?</td>
<td>Upon receipt of returned part</td>
<td>In advance (same day as RMA)</td>
<td>Upon receipt of returned part</td>
<td>In advance (same day as RMA)</td>
<td>In advance</td>
<td>In advance</td>
</tr>
<tr>
<td>Spare parts pool onsite</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
</tbody>
</table>

Depot

Depot is an exchange-based part replacement model in which Cray will ship replacement parts to customers after failed parts have been returned to Cray. Cray provides online access to the CrayPort and Return Material Authorization (“RMA”) reporting tool at any time.

Once the RMA case has been reported, Cray verifies that the RMA contains correct and complete information such as company name, ship-to address, invoice date and serial number of the part having the problem. Customer is responsible for shipping failed parts to Cray at Customer’s expense, and Cray is responsible for shipping replacement parts to the Customer at Cray’s expense. Once the part is repaired by Cray, the replacement or repaired part is shipped to the customer (Cray-paid) and the RMA is closed.
Depot Plus

In addition to the Depot service, Depot Plus includes a recommended spare parts pool at the customer’s site, tailored to each customer’s system.

This level of service includes Cray-paid shipping for both failed and replacement parts.

If Customer uses a part from the spare parts cache, Cray will replenish the spares cache following receipt of the replaced part.

Advance Replacement (Option to be chosen with Depot or Depot Plus)

This optional service allows for shipment of replacement parts the same day the RMA case is reported, in advance of the return of the failed part to Cray. Customer may reuse packaging and a pre-paid return shipping label. Instructions are provided for the Customer to return the failed part to Cray, and a reminder is sent to the Customer ten (10) days after the RMA is created. If the Customer has not returned the failed part to Cray after fourteen (14) days then the Customer must pay for the failed part upon receipt of an invoice from Cray.

Premium and Premium Plus

As part of the Premium Service level, Cray provides a four (4)-hour remote response and next-business-day on-site response for hardware replacement issues (or four (4)-hour remote and on-site response for Premium Plus). Each of these service levels offer an advance parts replacement service along with a spare parts pool. Cray will work with Customer to determine if a replacement part is needed.

If a hardware part replacement is needed, customers must follow the process provided by Cray personnel. If Cray confirms that the replacement part is included in the customer’s spare cache, a field engineer will be dispatched to the customer site the next business day (or four (4) hours in the case of Premium Plus) to perform the hardware replacement. If the replacement part is not included in the customer’s spare cache, a part will be shipped to the customer location within one business day and the customer must update the corresponding case indicating that the part has arrived and schedule a maintenance event to replace the part.

Instructions are provided for the Customer to return the failed part to Cray, and a reminder is sent to the Customer ten (10) days after the RMA is created. If the Customer has not returned the failed part to Cray after fourteen (14) days, the Customer must pay for the equipment upon receipt of an invoice from Cray.

If Customer uses a part from the spare parts cache, Cray shall send replenish the spares cache accordingly following receipt of the replaced part.