Cray HPCS Support Levels (including Silver, Gold, Platinum and Diamond)

Introduction

Four service levels are available to HPCS customers: Silver, Gold, Platinum and Diamond. 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 (Form 1001).

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 HPCS Support Levels.

1 Software Updates

(This paragraph applies only if the Support program Customer has purchased includes Licensed Software.) Cray will provide Customer with access to updates for licensed software that Customer has licensed from Cray, on the general release of such updates to Cray’s customers. Customer agrees that if a licensed software update is not installed by the customer within six (6) months after the update is received from Cray, Cray may limit the support that Cray provides for such licensed software. Cray will provide support for the current and the immediately preceding major release of licensed software and will only support licensed software when used with equipment configurations approved in writing by Cray. Cray, at its sole discretion, will provide limited support for previous major releases.

2 Licensed Software Support.

(This paragraph applies only if the Support program Customer has purchased includes Licensed Software.) Cray will process Customer’s Licensed Software/documentation bug reports and enhancement requests, at Cray’s discretion, and provide Customer with status on Customer’s bug reports and enhancement requests.

Customer will limit its use of Licensed Software support to circumstances when the Licensed Software fails to function as specified in the applicable Cray documentation or when Customer believes that Cray documentation is unclear as to the proper use or configuration of the Licensed Software, and maintain the Equipment at an acceptable revision level (Cray will provide information to Customer regarding Equipment changes when applicable).

3 Spare Parts

All spare parts are new or warranted to perform as new. Parts that are installed in Customer’s system becomes the property of Customer; parts removed from Customer’s system becomes the property of Cray. Parts that are retained by Customer for security reasons, or failed parts that are not returned to Cray within thirty (30) days following removal by Customer, shall be purchased by Customer at Cray’s then-current list price.

At Customer’s location Cray shall provide, at Cray’s expense, a Cray-owned spare parts cache as determined solely by Cray. Cray will provide replacements as spares are used once the replaced parts have been returned to Cray and, in the case of a spare not being available on-site, Cray will ship a replacement part if necessary as determined by Cray.

Customer shall promptly return all spare parts and tools to Cray upon termination of this Agreement.

4 Facility

Customer shall make available office facilities for personnel when on-site including internet access. Customer shall also provide secure and appropriate storage for spare parts in close proximity to the system.

5 System Administration

Customer shall perform all system administration for Customer’s system.
# Part B

Part B details specific details that apply to each Cray Cluster Supercomputer Support Level.

<table>
<thead>
<tr>
<th>Type of Support</th>
<th>Silver</th>
<th>Gold</th>
<th>Platinum</th>
<th>Diamond</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Hours of Coverage during which problems may be reported</strong></td>
<td>Online</td>
<td>24x7</td>
<td>24x7</td>
<td>24x7</td>
</tr>
<tr>
<td></td>
<td>Phone</td>
<td>Mon-Fri 0800-1700 (excluding holidays)</td>
<td>Mon-Fri 0800-1700 (excluding holidays)</td>
<td>24x7</td>
</tr>
<tr>
<td><strong>Remote Response Time (starting from when Cray is notified of a problem) – available during Phone Hours of Coverage only</strong></td>
<td>NBD</td>
<td>4 hours</td>
<td>4 hours</td>
<td>2 hours</td>
</tr>
<tr>
<td><strong>On-site Response Time (starting from when Cray determines on-site support is necessary) – available during Phone Hours of Coverage only</strong></td>
<td>N/A</td>
<td>NBD after remote contact</td>
<td>4 hours</td>
<td>2 hours</td>
</tr>
<tr>
<td><strong>Spare parts pool onsite</strong></td>
<td>Yes (to cover majority of hardware problems)</td>
<td>Yes (to cover majority of hardware problems)</td>
<td>Yes (to cover majority of hardware problems)</td>
<td>Yes (to cover majority of hardware problems)</td>
</tr>
</tbody>
</table>

## SILVER SUPPORT

Silver Support is a remote support arrangement whereby Customer systems administrators are trained by Cray to perform all maintenance activities, administration, and upgrading for their system with limited contact and intervention from Cray. Support is provided remotely only, except that if Cray support determines that a failed part is not replaceable by the Customer, Cray will dispatch an engineer to the Customer site, along with the part, to perform the part replacement.

### 1. Training of Designates for Silver Support Program.

Customer agrees to designate a minimum of two (2) technically capable employees (“Designates”) for the purpose of providing the administration, maintenance and upgrading of the Product. An initial hardware replacement training session lasting one (1) day for the Designates will be provided at no extra charge by Cray at the time of installation; any additional training will be at Customer’s expense. Customer agrees to work with Cray to schedule time and access to the customer’s Cray system and spare parts for practical use during training.

Hardware replacement training will include the following:

i. Familiarization with the Cray Silver Support concept.

ii. Review of support administrative procedures, escalation and reporting processes.

iii. Component replacement experience and practice for all CRUs.

iv. Review of administrative procedures, escalation and reporting by using the CrayPort self-service portal.

v. Use of Cray diagnostics tools and tests, Safety and Electro-Static Discharge (“ESD”) procedures, and system power off and restart.

vi. Completion of a comprehensive skills checklist.
vii. Packaging and procedures for the return of replaced parts to Cray Logistics.


2.1 The Designates are also required to take the online System Administration basics class and may register for this course via their CrayPort account. Two students are covered at no additional cost.

Cray strongly recommends that system administrators complete additional systems training classes, details of which are available at www.cray.com.

2.2 Upon completion of the training classes and practical experience, the comprehensive checklist must be completed and signed by the students and instructors. Failure to sign the checklist will void the student’s right to assist in maintenance.

2.3 Upon successful completion of the training program, Designates will be considered Cray trained and capable of performing approved and defined tasks, and will receive a certificate from Cray attesting to the Designates accomplishment.

3. Enhanced Spare Parts Inventory.

At Customer’s request and expense, Cray will provide an enhanced spares inventory at Cray’s then current price for the provision of spare parts.

4. Customer Role Upon System Interrupt.

4.1 Designate will follow Cray call procedures as defined by Cray. Working in cooperation with and under the direction of Cray, Designate will assist in the diagnosis and repair of the system. Should the repair require replacement of a CRU, Cray will ask the Designate to perform the replacement. Neither the Designate nor other Customer personnel will attempt any repair without first contacting Cray Silver Support personnel.

4.2 Regardless of the initial diagnosis, if the Cray contact determines that the problem requires management or local presence by Cray, Cray can, at its discretion, direct the Designate to stop work, stand by, and await the arrival of Cray field service personnel.

5. Description of Cray Assistance to Designates.

Following the certification of at least two (2) designates to participate in Cray Silver Support, Cray will provide the following assistance to enable Customer to commence it support obligations hereunder:

5.1 Telephone Support. Cray will work with Customer to remotely diagnose and identify Products that are not performing to Cray’s written specifications and will provide the customer with remote technical assistance or on-site technical assistance when deemed necessary by Cray.

5.2 Degraded Operation: Based on the circumstance of a given system event or interrupt, Cray may, at its discretion and with the cooperation of Customer, remotely disable or “down” a failing node or reconfigure the system to allow for continued operation on the remainder of the system until such time as the Designate can complete a service operation, or, in other circumstances until a Cray site visit can be arranged.

5.3 Support Tools: Cray shall provide support tools for the maintenance of Equipment to include an Electro-Static Discharge (ESD) kit. Appropriate ESD precautions will be observed at all times and the Customer agrees to regularly inspect the ESD kit for wear and proper functionality. Any tools provided by Cray shall remain the property of Cray and be kept in good condition by Customer and reserved solely for the use of maintaining Equipment. Cray will be notified immediately if any tool is worn or not functioning correctly, and will provide a replacement if necessary.

6. Customer’s Obligations.

Customer agrees to:

6.1 Ensure that Cray has remote access to the Products.

6.2 Ensure that Customer has designated reasonably skilled, technically capable individuals as Designates to be trained for, and to perform, service functions and that Designates are available to assist Cray on any remote or on-site maintenance activity.

6.3 Ensure that all problems that require Cray action are logged in accordance with Cray’s instructions.

6.4 Ensure Designates follow telephone support and direction provided by Cray technical support personnel to perform limited on site diagnosis and physical replacement of pre-defined system components.

6.5 Ensure Designates strictly follow safe working practices, the proper use of tools, and ESD precautions. Designates will ensure that they are physically capable of undertaking any CRU replacement procedures without any risk of injury to themselves, others or damage to equipment.
6.6 After successful completion of each maintenance event, log the details of the event via the CrayPort self-service portal.

6.7 Package all failed parts at its expense and ship them as directed by Cray (at Cray’s expense) within fourteen (14) days of removal from the system. Any applicable export regulatory requirements are the Customer’s responsibility.

6.8 Return all replaced parts to Cray when upgrading or repairing Equipment.

6.9 Customer Replaceable Units. Customer will only perform the replacement procedures on the items listed under the ‘Customer Support Documents’ at [http://www.cray.com/About/Legal/LegalAgreements.aspx](http://www.cray.com/About/Legal/LegalAgreements.aspx), and only under the direction of Cray personnel. Under no circumstances will the Customer perform any component replacement task other than those noted in the aforementioned lists.

7. Applicable Additional Charges. If Customer opts not to perform a particular maintenance task, or if Customer otherwise requests Cray on-site support for reasons that are considered Customer maintenance tasks, Cray’s then current time and materials rates will apply.

8. Lost Data. The occurrence of any serious or detrimental event in which the Cray Silver Support program may have played a part, such as file corruption or loss of stored data, loss of job output or work, will be solely at the Customer’s risk. The Customer shall maintain appropriate backups to restore any data that may be lost and takes full responsibility for the appropriate protection of data when undertaking any procedures on the system.

9. Damage to system. Any damage to the system, spare parts, peripheral equipment, stored data, or lost work resulting from the actions of a Designate will be reported immediately to Cray. In such an event, efforts or actions on the part of the Designate(s) will immediately stop. Cray will dispatch a response team and the original and subsequent problems will be diagnosed and resolved by Cray. Customer will be responsible for all repair cost related to such damage. Following system restoration, Cray will invoice Customer for Cray’s time and materials. The charges will be based on Cray’s then current published time and material rates, and will include all replacement part costs, travel costs and related expenses.

GOLD SUPPORT

Following the receipt of notice of a case by Cray during the agreed Hours of Coverage, the initial remote response time will be four (4) hours. If deemed necessary, a Cray technical resource will be dispatched to the customer site to work on resolving the issue the following business day. On-site response will also be provided for system upgrades and should be scheduled in advanced by the customer.

After the failed part has been replaced, the Cray technical resource will return the failed part to Cray. Once the failed parts have been returned to Cray, new parts or parts warranted to perform as new will be added to the customer’s spare parts pool.

Cray will work with Customer to remotely diagnose and identify products that are not performing to Cray’s written specifications and will provide Customer remote technical assistance or, when deemed necessary by Cray, on-site technical assistance.

Customer Obligations

1. If requested by Cray, provide full access to Customer’s system for remote diagnostics.
2. Ensure that all problems that require Cray action are logged in accordance with Cray’s instructions.
3. Return all replaced parts to Cray when upgrading or repairing equipment.

PLATINUM AND DIAMOND

Cray provides a single Cray point of contact to resolve system maintenance issues and procedural questions and also to review service management practices and deliver reports.

Cray will return the replaced parts to Cray and arrange for the customer’s spare parts pool to be replenished.

Customer Obligations

1. If requested by Cray, provide full access to Customer’s system for remote diagnostics, except if the customer security policies cannot allow full remote access.
2. Ensure that all problems that require Cray action are reported in accordance with Cray’s instructions to the applicable Cray field support engineers.