

CRAY CS Series Installation Services Guidelines

05/22/17

Conditions for System Installation Services

In the event a Customer orders system Installation Services ("Services") from Cray, such Services are provided in accordance with the following terms and conditions ("Installation Terms".) Installation Terms are in addition to terms contained within the contract or agreement under which Customer purchases the CS Series system ("System") and will take precedence over the contract or agreement under which purchase is made.

1) PRE-INSTALLATION ACTIVITIES AND SOLUTION IMPLEMENTATION.

a) Pre-Installation Activities. Cray and Customer shall determine all installation activities that must be completed prior to System installation. Customer agrees to complete all of the pre-installation activities. This includes Cray Site Engineering work onsite as may be described in the Cray Site Preparation Guide.

b) Solution Implementation. Upon completion of the pre-installation activities, Cray will provide the software components as set forth in the applicable system purchase agreement or bill of materials. Any additional software installation or configuration will need to be documented separately and will incur additional charges. This configuration service does not include any customer specific configuration, customization or testing unless otherwise specified.

2) SYSTEM TESTING AND PERFORMANCE VALIDATION.

The Cray installation personnel will conduct tests to verify the health and performance of the System. The tests are not intended to demonstrate application performance; the tests verify that the System infrastructure is working properly and delivering the intended performance level. Cray Manufacturing tests and diagnostics will be used by installation personnel while onsite to validate that all hardware is functional, meeting the same performance and functional specifications as tested at the factory. Any additional testing that is required should be specified in a separate mutually agreed writing.

3) LIMITATIONS, EXCLUSIONS, DEPENDENCIES & ASSUMPTIONS.

Cray and Customer shall agree upon the date that the Services are to commence ("Projected Services Start Date".) Notwithstanding anything to the contrary, the Projected Services Start Date will at least 15 days following execution of the contract or agreement for purchase of the system. Any Customer requests to change the Projected Services Start Date must be approved in writing (email sufficient). Customer is required to pay reimburse Cray expenses or costs incurred by Cray based on changes to the Projected Services Start Date.

A joint team consisting of Customer and Cray management staff will be established for installation activity within the first ten (10) days following the Services Start Date.

Services will be performed at the Customer site, as well as off-site, generally between the hours of 8:00 AM and 5:00 PM, local time, Monday through Friday, excluding Cray holidays ("Standard Work Day"). Cray may perform Services outside of the Standard Work Day, subject to an additional charge, and provided that Customer completes a Change Request Form. A surcharge of fifty percent (50%) of the price of the Services will be charged for Services performed outside the Standard Work Day, and a surcharge of one hundred percent (100%) will be charged for Services performed on a Cray holiday.

The on-site/off-site schedule of Cray personnel will be agreed upon by Cray and Customer prior to the start of Services. Cray and Customer agree shall agree upon a schedule that leverages off-site work as much as possible.

All documentation created for the installation activity will be available in electronic format. A Project Plan will be presented to the customer in a Gantt chart format.

Cray and Customer agree that successful completion of the Services requires cooperation by the Parties. Customer further agrees that its approval or acceptance, where required hereunder or in connection with the performance of Services, shall not be unreasonably delayed. Cray shall not be liable to Customer in the event of any failure or delay if the delay or failure was caused by Customer.

4) CUSTOMER OBLIGATIONS. In connection with the performance of Services by Cray, Customer is responsible for completing or ensuring the following:

a) Access. Customer shall allow Cray reasonable access to Customer's staff. Access to Customer's staff in a timely fashion is critical to successful performance of the Services.

b) Project Management

Customer will assign a Project Manager or single point of contact that is responsible for all Customer aspects of the Services, and who shall be readily available to Customer throughout the performance of Services.

The Project Manager shall be authorized to make all decisions relative to the Services, including identification and assignment of Customer resources, approval of Cray hours, and changes to the Services. The Project Manager shall be responsible for acceptance of Services. The Project Manager will ensure access during normal business hours or at mutually agreed times to Customer's systems and networks, workflow diagram, current processes and procedures; and architectural designs (Visio or equivalent)

c) Work Space. Prior to and during the performance of Services, Customer shall ensure that it makes suitable office or work space (with telephone and internet access) and meeting space available to Cray.

d) Site Preparation.

Customer will be responsible for preparing the Customer site for installation of the System and ensuring all environmental, connectivity, and host access needs are addressed. The Customer is also responsible for verifying the installation plan prior to the start of Services. If the Customer site is not adequately prepared such that Cray may begin the performance of Services, Customer must sign and complete a Change Request Form.

5) COLLABORATIVE WORKING RESPONSIBILITIES.

In support of the performance of Services, Cray and Customer shall: (a) Conduct Service review meetings at a mutually agreed upon times and locations (during which both parties shall discuss Services status, issues, and new requirements); (b) Coordinate any change to the installation activity (*whether cost impacting or not*) and amend the Services by completing a Change Request form; (c) Collaborate to adjust Service schedules and redeploy resources in an expeditious manner in the event of schedule delays beyond the control of Cray or Customer; (d) Meet as of completion of the Services to capture, discuss, and resolve outstanding issues; and (e) Complete signed Notice of Acceptance or Notice of Installation, as required by Cray.

6. Knowledge Transfer. Cray will provide up to four (4) hours of on-site knowledge transfer ('Knowledge Transfer') to the Customer at the Customer's site. The Knowledge Transfer will be conducted concurrently with performance of Services. The Knowledge Transfer may occur during the actual work sessions. Cray will attempt to accommodate requests for additional personnel for the Knowledge Transfer as reasonable. The intent behind the provision of Knowledge Transfer is to enable the Customer to operate its System; such operation includes basic Customer Replacement Unit replacement and starting and stopping the System. Cray offers a comprehensive training curriculum that can be found at <http://www.cray.com/support/training>

7. Change Request. Cray or Customer may propose a change to the Services by submitting such proposed change in writing to the other party. The suggested change will be evaluated and any Service impact identified. The price, scope, and schedule impact, if any, will be analyzed and documented. The change impact will then be processed for authorization or closure. If the total number of hours required by the proposed change is greater than four (4) hours, a Change Request Form will be required.

The Change Request Form will include a description of the change, reason for the change, and the party requesting the change. It shall also include a description of the impact to scope, price, quality, schedule, resources, and risks. Once approved by both parties, in writing, the changes identified in the Change Request Form will be implemented as described.