



## Global Support Services

### Product Support Service Specification – Elite

#### Offering Description

*Elite* is a service offering that provides access to technical information and same day onsite support 24 hours a day, every day of the year (24x365) for all StorageTek equipment related issues. All equipment within a product line must be maintained with the same level service offering at a site location.

#### Offering Attributes

Customer Resource Center (24x7): *Elite* provides Internet access to the *Customer Resource Center* (CRC) 24 hours a day, seven days a week (24x7). This allows viewing of technical information such as frequently asked questions, technical bulletins, and online documentation. In addition, *Elite* provides access to an engineering change database and the ability to download engineering change information as well as code fixes and patches. *Elite* Customers must request a logon and password to access the CRC.

Telephone Support (24x7): *Elite* Customers will have 24x7 access to StorageTek technical resources in the event they are unable to resolve an issue on their own. The Customer will call StorageTek where a technical analyst will assist Customer with problem isolation, technical questions, or equipment operation.

Onsite (24x365): *Elite* Customers are entitled to onsite service 24 hours a day, every day of the year, with a 2 hour target response time if the site is within fifty (50) miles of a StorageTek service facility. This means that a trained StorageTek Customer Engineer will be dispatched to Customer's premises upon receipt of a Customer call for assistance, unless the problem is resolved or Customer agrees that no onsite service is required. Onsite service at a location more than fifty (50) miles from a StorageTek's service facility may be subject to a surcharge and arrival time will be on a commercially reasonable basis.

Spares Support: The *Elite* offering includes the cost of all replacement parts required to correct a hardware problem. Spare parts are strategically located near every major metropolitan area which allows StorageTek to respond to equipment failures at Customer site in a timely manner. While StorageTek makes no response time commitment, every effort is made to deliver a required part to Customer site as quickly as possible upon notification of a failed hardware component.

Remedial Maintenance: Customers selecting *Elite* are entitled to complete problem resolution by StorageTek. Initial resolution activities will take place via telephone. If the problem cannot be resolved remotely StorageTek will dispatch a technical representative to the Customer premise, per the onsite response time guidelines, to take corrective action and restore the equipment to normal operation.



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Engineering Changes: *Elite* Customers will have access to information on engineering change notices (ECN) via the Customer Resource Center (CRC). ECNs are generally equipment design modifications and/or microcode changes initiated to improve functionality and/or operational performance of the equipment.

Upon notification of an ECN, Customer can elect to have StorageTek install the change on their equipment. StorageTek will work with Customer to schedule a time for the ECN installation.

Preventive Maintenance: *Elite* Customers are entitled to have preventive maintenance (PM) performed on equipment where PM applies. Preventative maintenance is *proactive maintenance* performed to prevent potential future equipment failure and assure accordance with specifications. Under the *Elite* offering, StorageTek will work with Customer to schedule a time for PM.

Concurrent Maintenance: Concurrent maintenance consists of remedial maintenance tasks that can be performed non-disruptively, during normal equipment operation. Concurrent maintenance techniques will be employed by StorageTek whenever the necessary technology exists in the equipment to do so.

**Specify Code:** Elite

### Not Covered:

Installation: Equipment installation is not covered under the *Elite* offering but is a separate billable service. When requested, StorageTek will install equipment, charging Customer a one-time installation fee dependent upon the product being installed. Installation services are performed between the hours of 8AM and 5PM, Monday through Friday, excluding nationally recognized holidays.

Equipment Upgrades: The installation of feature and model upgrades is not covered under the *Elite* offering but is a separate billable service. When requested, StorageTek will install feature or model upgrades, charging Customer a one-time installation fee for each unit upgrade. Equipment upgrades are performed between the hours of 8AM to 5PM, Monday through Friday, excluding nationally recognized holidays. Equipment feature and model upgrades must be purchased separately.

Equipment Relocation: Equipment relocation, either from site to site or within the same site, is not covered under the *Elite* offering but is a separate billable service. When requested, StorageTek will move or relocate equipment based on fixed price quotation, or the then current time and material rate with a two-hour mandatory minimum. Equipment relocation services are performed during the hours of 8AM to 5PM, Monday through Friday, excluding nationally recognized holidays. Major equipment moves and relocation services are available by price proposal and a service Statement of Work.

Feature/Function Updates: Software/Microcode updates that introduce new features or functions are not covered under the *Elite* offering. Feature/Function Updates must be purchased separately.



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General Exclusions: The following services are not included in an *Elite* Warranty Service or Maintenance Service and are billable on a time and material basis at StorageTek's then-current rates:

1. All services performed by StorageTek beyond the scope of the description above;
2. Electrical work external to the Equipment;
3. Service of any kind on Equipment which has been altered or connected to another device without StorageTek's written consent;
4. Service on accessories, attachments, etc. which are added to or used with the equipment;
5. Repair of damage resulting from transportation by Customer, accident, power failure or other casualty;
6. Repair of damage or malfunction caused by misuse of the Equipment or negligence by Customer or a third party, use of unauthorized supplies or consumables with the Equipment or the failure of Customer to provide proper facilities and/or environmental controls for the Equipment.

### Other Terms:

Warranty Service: StorageTek warrants that each product (except for used Equipment) will with normal use conform to its published specifications for the period specified in the Schedule and Customer's remedy for breach of Warranty is limited to repair or replacement (at StorageTek's option) of the nonconforming product.

Equipment feature and model upgrades are warranted for the unexpired Warranty period on the Equipment on which they were installed.

Equipment service requested by Customer and performed by StorageTek but which is outside the scope of Warranty shall be performed on a time-and-material basis at StorageTek's then-current rates. Customer agrees to pay such charges upon receipt of an invoice from StorageTek.

Warranty Service that is needed at a location more than fifty (50) miles from StorageTek's nearest point of service may be subject to a Surcharge as specified on the Schedule.

Term of the Schedule: The Warranty term and service level is specified in the Schedule. If the Warranty Uplift option is selected, Maintenance Service will commence upon the beginning of the Warranty period and shall remain in force as specified in the Schedule; otherwise Maintenance Service will commence upon

the expiration of the applicable Warranty period, and unless otherwise specified in the Schedule, shall remain in force for at least one (1) year.

Customer may terminate Maintenance Service as of the end of the Term specified in the Schedule or any time thereafter by giving 90 days prior written notice to StorageTek. StorageTek may terminate Maintenance Service at any time by giving 6 months prior written notice to Customer.

StorageTek may decline to provide Warranty Service or Maintenance Service for Equipment relocated to an area not serviced by StorageTek or if such service becomes impractical because of alterations in the Equipment or its connection to unauthorized systems or devices.

Charges: Periodic charges such as monthly maintenance charges and recurring license charges as specified on the Schedule will be invoiced in advance. After the first 12 months, StorageTek may adjust periodic charges.

Warranty Service and Maintenance Service that is needed at a location more than fifty (50) miles from StorageTek's nearest point of service may be subject to a Surcharge as specified on the Schedule.

All services performed by StorageTek beyond the scope of Warranty Service or Maintenance Service described herein are



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billable on a time-and-material basis at StorageTek's then-current rates.

All removed parts become the property of StorageTek. Failure of Customer to surrender or return parts to StorageTek within the specified timeframe shall be billable at StorageTek's then-current rates.

Service Tools: To facilitate its performance of installation, Warranty Service or Maintenance Service, StorageTek may use and store on Customer's site confidential and proprietary manuals, tools and software including "Maintenance Code" defined below. Such software may be shipped with or pre-installed on Equipment and may be executed on Customer's computer, network or facility and stored on associated storage media. Such materials and software belong to StorageTek, and Customer agrees not to permit access to or use of such materials or software by third parties.

Maintenance Code is any software which may reside or execute in or be used by or in connection with Equipment, including, without limitation, microcode and software which detects, records, displays and/or analyzes malfunctions in such Equipment.

Customer shall surrender to StorageTek such materials and software upon the termination of Warranty Service, Maintenance Service or when otherwise requested by StorageTek.