



PRODUCT SUPPORT SERVICE SPECIFICATION

ELITE SUPPORT

FOR SOFTWARE

Terms and conditions for TekCare support.

Support Services

Offering description

Elite Support provides direct contact with StorageTek® technicians 24 hours a day, seven (7) days a week (24 x 7). Services consist of StorageTek making a good-faith effort to diagnose reported software defects and issuing any defect correction information such as corrected documentation, code updates, notice of availability of updates, restriction, workaround or bypass. Services also include the supply of program updates that periodically incorporate corrections made in response to other software defects detected by StorageTek.

Offering attributes

Customer Resource Center (24 x 7)

Elite Support provides Internet access to StorageTek's Customer Resource Center (CRC) 24 hours a day, seven days a week (24 x 7). This allows viewing of technical information such as frequently asked questions, technical bulletins and online documentation. In addition, Elite Support allows Customers to download software updates. Elite Support Customers must request a login and password to access the CRC.

Telephone support (24 x 7)

Elite Support Customer will have 24 x 7 telephone access to StorageTek technical resources. In the event they are not able to resolve an issue on their own, Customers may call StorageTek and be connected to a technical analyst who will assist with problem isolation, technical questions or operational assistance regarding the program.

Customer responsibilities

Customers must cooperate with StorageTek in diagnosing a reported problem including facilitating connectivity for remote diagnostic access, if applicable, and must be responsible for remedial actions requested by StorageTek. Such cooperation includes the customer gathering needed information to diagnose the problem, sending such information to StorageTek, downloading and applying applicable code fixes and patches, and maintaining the Licensed Program at a currently supported release and version level.

E-mail inquiry (24 x 7)

Elite Support Customers will have 24 x 7 Internet access to StorageTek via a designated e-mail address. The Customer may submit questions about programs and their operation or request information about the latest fixes or patches. Technical resources will monitor these facilities and issue an acknowledgement upon receipt of the e-mail. The target response for issuing a reply is within twelve (12) hours of the acknowledgement*.

*Customers requiring immediate response from StorageTek should not use the e-mail option.

Maintenance release notification database (24 x 7)

Elite Support Customers will have access to information on code fixes and patches. Located on the CRC, the information is available any time, day or night. In most cases, Elite Support Customers can download and install a software code fix or patch directly from the CRC.

Remote diagnostics (24 x 7)

If Elite Support Customer program resides on a product that has StorageTek remote diagnostic capability, the StorageTek analyst may establish a remote connection to the Customer's device to perform troubleshooting. Elite Support Customers may receive remote diagnostic support 24 hours a day, seven days a week. Customer shall specify the Interactive Support code in order to receive the applicable fix or patch.

Services not covered under Elite Support

Onsite

Any onsite activity performed by StorageTek is not covered by Elite Support. If requested, StorageTek may elect to perform onsite services under the then-current rates and terms for Billable Support Services.

Installation

Software Licensed Program, released or version installation, is a Customer responsibility and not covered under Elite Support. If requested, StorageTek may elect to install software under the then-current rates and terms for Billable Services.

- .. "Release" means modifications to Licensed Programs that do not cause a change in the model number and may add functionality. New releases are available from StorageTek upon request and are generally provided at no additional charge.
- .. "Version" means modifications to Licensed Programs that add significant functionality and cause a change in the model number. A new version may have an upgrade charge, a new initial license charge, and a new periodic license charge or a new periodic support charge.

General exclusions*

The following services are not included in Services and, if performed by StorageTek, are billable on a time-and-material basis at StorageTek's then-current rates:

- All support services performed by StorageTek beyond the scope of the Services described herein;
- Support of any kind on a program which has been altered, modified, copied or used in such a manner not described by StorageTek's written documentation or as otherwise directed by StorageTek;
- Support of equipment, programs, facilities and other items not covered under a StorageTek Program Support Services or Product Support offering. StorageTek will provide commercially reasonable efforts to attempt to assist Customer or Customer's agent in problem isolation efforts.

*This is a partial list of exclusions.

Other terms

Periodic License charges

In cases involving Periodic License charges, payment of such license charges also entitles the Customer to receive Services as described herein.

Periodic Support charges

In cases where a Licensed Program does not have a Periodic License charge, Services are available through Periodic Support Services as specified on the Schedule and defined herein.

General charges

Charges such as Periodic License Charges and Customer's payment of Periodic Support charges as specified on the Schedule will be invoiced in advance. After the first twelve (12) months, StorageTek may adjust periodic charges.

All services performed by StorageTek beyond the scope of Services described herein are billable under the then-current terms for Billable Support Services.

License discontinuance or termination

When a subsequent release of a Licensed Program becomes available, StorageTek may discontinue Services for all prior Releases upon six (6) months written notice.

When a subsequent Version of a Licensed Program becomes available, StorageTek may discontinue Services for all prior Versions upon twelve (12) months written notice.

StorageTek may terminate Services at any time by giving twelve (12) months prior written notice to the customer.

Additional information

For additional information on our other TekCareSM Software Support services levels, Select and Interactive, contact your StorageTek representative or visit www.storagetek.com.



ABOUT STORAGETEK®

Storage Technology Corporation (NYSE: STK) is a \$2 billion global company that enables businesses, through its information lifecycle management strategy, to align the cost of storage with the value of information. The company's innovative storage solutions manage the complexity and growth of information, lower costs, improve efficiency and protect investments. For more information, visit www.storagetek.com, or call 1.800.275.4785 or 01.303.673.2800.

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