CHARON GOLD SUPPORT

Your applications are vital to your business. You can't afford to have them fail. That's why we are here.

As the world's leader in cross-platform virtualization technologies, with more than 5,000 satisfied clients, Stromasys offers world-class support for our products. Stromasys support offerings include direct telephone, web, and e-mail support, access to documentation, online knowledge base, product updates, enhancements, and new versions for all licensed products.

All Stromasys support offerings are delivered as follows:

- First-level support provides troubleshooting and diagnostic assistance and is delivered by Stromasys Technical Support or our authorized Charon partners.

- Second-level support provides direct engagement of Stromasys Technical Support and Development Engineers to quickly resolve even the most complex issues.

Gold Support Features and Benefits

Coverage Window: Gold Support is available during standard business hours, Monday through Friday, except holidays, local time of the Stromasys Partner or local Stromasys office, with a response time of one business day to problem reports.

Problem Analysis and Resolution: Stromasys provides corrective support to resolve identifiable and customer reproducible Charon product problems. We also provide support to help you identify and troubleshoot problems that are difficult to reproduce, as well as assistance in product usage and tuning product configuration parameters.

Software Product and Documentation Updates: As Stromasys releases updates to Charon software, the latest revisions of the software and reference manuals are made available to the Customer. For certain products, the Customer may be offered a choice of media. An access code, license key, or instructions for obtaining an access code and/or license key will also be provided to the Customer when it is required to upgrade to the latest software revision.

Software Features and Operational Support
are Features and Operational Support: Stromasys provides information on the latest product features, known problems and available solutions, and operational advice and assistance.

Online Support Center: Stromasys provides unlimited access to an electronic facility that includes a knowledge database with known symptoms and solutions, software product descriptions, specifications, and technical literature. Stromasys may also make available certain software patches for Stromasys software, which will be posted in this electronic facility for you to access.

Access to Technical Resources: You can access our technical resources via the Stromasys Online Customer Support Center, telephone, or e-mail for assistance in resolving software or operations problems.

Ordering Support: Please refer to the respective Charon product SPD for the support order numbers.

Getting Support

Customer should report Stromasys product related issues to the first-level Support, which may be an Authorized Stromasys Partner or a local Stromasys office. A support request could be placed to Stromasys by emailing support@stromasys.com or through the Stromasys Online Support Center.

Please visit http://www.stromasys.com/partners/ for relevant links and a list of Authorized Stromasys Partners.

Gold Support Customer Responsibilities

Data Backup: To reconstruct lost or altered Customer files, data, or programs, Customer must maintain a separate backup system or procedure that is not dependent on the Products under Support.

Temporary Workarounds: Customer will implement temporary procedures or workarounds provided by Stromasys while Stromasys works on permanent solutions.

Hazardous Environment: Customer will notify Stromasys if Customer uses Products in an environment that poses a potential health or safety hazard to Stromasys employees or subcontractors. Stromasys may require Customer to maintain such Products under Stromasys super-vision and may postpone service until Customer remedies such hazards.

Authorized Representative: Customer will have a representative present when Stromasys provides Support at Customer's site.

Product List: Customer will create and maintain a list of all Products under Support including the location of the Products, serial numbers, the Stromasys-designated system identifiers, and coverage levels. Customer shall keep the list updated during the applicable Support period.

Documentation: If Customer purchases a Support offering that includes product patches and documentation updates, Customer may copy such patches and updates only for systems under such coverage. Copies must include appropriate Stromasys Trademark and copyright notices.

Gold Support Service Eligibility

Minimum Configuration for Support: Customer must purchase the same level of Support and for the same coverage period for all Products within a minimum supportable system unit (i.e., all components within a server, storage, or network device) to allow for proper execution of standalone and operating system diagnostics for the configuration.

Eligibility: For initial and on-going Support eligibility Customer must maintain all Products and associated hardware and software at the latest Stromasys-specified configuration and revision levels and, in Stromasys' reasonable opinion, in good operating condition.

Modifications: Customer will allow Stromasys, at Stromasys' request and at no additional charge, to modify Products to improve operation, supportability, and reliability, or to meet legal requirements.

Loaner Units: Stromasys maintains title and Customer shall have risk of loss or damage for loaner units if provided at Stromasys' discretion as part of Support or warranty services and such units will be returned to Stromasys without lien or encumbrance at the end of the loaner period.

Relocation: Customer is responsible for moving Products. If Customer moves the Products to a new location, Stromasys may charge additional Support fees and modify the response times, and Customer may be required to execute amended or new Master License and Services Agreement. If Customer moves Products to another country, Support shall be subject to availability in the destination country. Reasonable advanced notice to Stromasys may be required to begin Support for some Products after relocation.

Maximum Use Limitations: Certain Products have a maximum usage limit, which is set forth in the manufacturer's operating manual or the technical data sheet. Customer must operate such Products within the maximum usage limit.

Multi-Vendor Support: Stromasys provides Support for certain non-Stromasys Branded Products. The relevant Transaction Document will specify availability and coverage levels, and govern delivery of multi-vendor Support, whether the non-Stromasys Branded Products are under warranty. Stromasys may discontinue Support of non-Stromasys Branded Products if the manufacturer or licensor ceases to provide support for such Products.

Gold Support General Provisions & Limitations

General Provisions: Stromasys will deliver Support according to the description of the offering, eligibility requirements, service limitations, and Customer responsibilities described in the relevant Master License and Services Agreement.

Limitations: Customer may purchase available Support for Stromasys Branded Software only if Customer can provide evidence, it has rightfully acquired an appropriate Stromasys license for such Software. Stromasys will be under no obligation to provide Support due to any alterations or modifications to the Software not authorized by Stromasys or for Software for which Customer cannot provide sufficient proof of a valid license.

Service Providers: Stromasys reserves the right and Customer agrees to Stromasys' use of Stromasys authorized service providers to assist in the provision of Support.

Standard Response Time: Under Gold Support, problem reports are responded to within one business day.

Local Availability: Customer may order Support from Stromasys' current Support offerings. Some offerings, features, and coverage (and related Products) may not be available in all countries or areas.

Support Limitations: Unless otherwise agreed, Stromasys only provides Support for the current Version and the immediately preceding Version of Stromasys Branded Software, and then only when Stromasys Branded Software is used with Hardware or Software included in Stromasys-specified configurations at the specified Version level.

Lapsed Support: If Customer allows Support to lapse, Stromasys may charge Customer additional fees to resume Support or require Customer to perform certain hardware or software upgrades. Stromasys will review and assess whether such fees are required and explain these to the Customer at the time of the request to return to Support.

Alternative language: Reinstatement of lapsed Support will be subject to payment by Customer of the aggregate Support fees that would have been payable for the relevant Product during the period of lapse provided such reinstatement is effective within twelve (12) months of the most recent renewal date. Reinstatement beyond this date will be at Stromasys' sole discretion.

Cancellation: Customer may cancel Support orders or delete Products from Support upon thirty (30) days written notice, unless otherwise stated in a Transaction Document. Stromasys may discontinue Support for Products and specific Support services no longer included in Stromasys' Support offering upon sixty (60) days written notice, unless otherwise agreed.

Severity Levels

Severity One (Urgent): Catastrophic production problem which may severely impact production systems, or in which production systems are down or not functioning; loss of production data and no procedural workaround exists.

Severity Two (High): High-impact problem in which the operation is disrupted but there is capacity to remain productive and maintain necessary business-level operations.

Severity Three (Medium): Medium-to-low impact problem which involves partial non-critical functionality loss. The problem may impair some operations but allows the Customer to continue to function. This may be a minor issue with limited loss or no loss of functionality or impact to the operation or issues in which there is an easy circumvention or avoidance by the end user. This includes documentation errors.

Severity Four (Low) — General usage questions, recommendations for future product enhancements or modifications and to calls that are passed to Stromasys for information purposes. There is no impact on the quality, performance, or functionality of the product.

Term and Termination of Support

Support (and the fees associated therewith) for the first year following provision of each Product is mandatory and non-cancelable. Following the expiration of the initial period for Support, Customer's right to receive Support (and its obligation to pay the fees associated with such Support) shall renew automatically for additional one (1) year periods on each anniversary date of the license date of the Products, unless Customer or Stromasys terminates Support as provided below.

After the first year following provision of each Product, Customer may terminate its right to receive Support with respect to that particular Product (and its obligation to pay the fees associated with such Support) by providing Stromasys written notice of Customer's intent not to renew such Support at least sixty (60) days prior to the expiration of the then-current yearly Support period. Any termination of Support by Customer shall not result in a refund of any portion of the fees paid by Customer unless such termination is due to a material breach of Stromasys' obligations under the relevant Master License and Services Agreement which is not cured within thirty (30) days of receipt of written notice thereof.

After the first year following provision of each Product, Stromasys may terminate its obligation to provide Support (and its right to receive the payment of fees associated with such Support) effective on any anniversary date of the license date of the Products upon advance written notice to Customer. In addition, Stromasys may terminate its obligation to provide Support at any time if Customer materially breaches the relevant Master License and Services Agreement or any of the terms and conditions of this Appendix and fails to correct the breach within thirty (30) days of receipt of written notice thereof.