



TERMS AND CONDITIONS

General Terms and Conditions

Product Specifications

Engineering product specifications are available on Compro products.

Ordering

All purchase orders must include the complete model number as defined in the Products Catalog List. Please note that many hardware and software model numbers contain distinct prefix and suffix modifiers which further define the specific product.

The product descriptions contained in the applicable product bulletins, product sheets or marketing infograms define the prerequisites for any given product. It is the responsibility of the customer to ensure that the prerequisite has been satisfied prior to ordering the product.

Configuration Information

For system orders, the purchase order should be accompanied by a block diagram, cabinet layout, and slot assignments. Compro will attempt to meet customer configuration requests and advise if the requested configuration cannot be accomplished. Orders not accompanied by supporting configuration documents will be configured in accordance with Compro established procedures. Reconfiguration or changing slot assignments during acceptance testing will incur time delays and additional costs.

For add-on orders to existing systems, material requirements may need to be determined by a field audit. Contact your sales representative to determine requirements.

Media Distribution Policy for Duplicate Licenses

Purchasing multiple controllers and licenses (for example, several PCI HSDs in a single system) will result in the delivery of ONE physical CD ROM or DVD containing a single copy of all applicable software and documentation. Fees for each individual license shall still apply.

If multiple CD ROMs or DVDs are required, they will be provided for an additional fee of \$375 each. Exceptions to this policy may be made based upon configuration and deployment.



Additional Software Copies

An additional copy of the binary or source version of a product, to be used exclusively on the system for which usage rights under an appropriate license for that product have been acquired, may be purchased at the time of initial delivery or within a three-month period subject to a media and service charge of \$350 per copy or as specified in this price book. Software Update Service is a prerequisite. These additional copies may not be used on another computer other than the specific computer on which they were originally licensed.

To order additional copies of a software product append the letter X to the nine-digit model number for the product desired.

Example: An order for model number 1413-3301X would result in delivery of an additional FORTRAN 77+ compiler in binary format on 9-track, 800 bpi magnetic tape.

Taxes

Prices contained herein are exclusive of any sales and use taxes. Such taxes, if applicable, will be charged to the customer. Customers claiming tax exempt status shall provide Compro with all appropriate exemption certificates. Forward such certificates to the attention of Compro Credit Manager.

Delivery

Normal delivery unless otherwise stated is sixty (60) days after receipt of order.

STANDARD WARRANTY FOR PRODUCTS

Hardware

Compro warrants that hardware products and remanufactured products will conform to their current published specifications and will be free from defects in materials or workmanship.

Except for new products that are warranted for one (1) year from the date of shipment, all repaired, exchanged and time and material parts are warranted for one hundred and twenty (120) calendar days from the date of repair, excluding labor.

The customer will not receive hardware updates, telephone support, on-site support, or spares during the warranty period. For additional support coverage, the customer can elect to purchase one of Compro's service offerings or be charged per call at the prevailing time and material rate.

Software

Compro warrants for a period of one (1) year from date of shipment the software products provided will conform to the applicable Compro published specifications prevailing at the time of shipment. Compro's liability under this software warranty shall be for Compro to



make reasonable efforts to remedy, in a manner deemed suitable to Compro, any such non-conformance which has been properly reported to Compro in writing within the warranty period.

The customer will not receive software updates, telephone support, or on-site support during the warranty period. For additional support coverage, the customer can elect to purchase one of Compro's software support offerings or be charged per call at the prevailing time and material rate.

Special Systems and Technical Support

Responding to individual customer requirements, Compro Special Systems Department provides specialized equipment for unique customer applications. As a result of these special applications, Compro offers a broad range of products in the areas of communication and controllers, communication processors, I/O controllers, and peripheral switches.

The pricing section of the Products Price List contains products which can be offered for general sale. Standard lead times are 120 days and are subject to home office configuration approval.

Special Systems Products (SSP) differ from standard products in the following respects:

- All SSPs require configuration approval prior to acceptance of order.
- SSPs are generally lower volume and are built to order. Delivery will be quoted when an order is received.
- Documentation generally consists of technical specifications and engineering drawings. In some cases, technical manuals or vendor-supplied manuals are provided. Refer to published product descriptions for details of documentation for specific items.
- The software provided varies with each SSP. Diagnostic programs are generally provided with each hardware product.
- Special System Software Products are licensed as noted on home office quote.

Special engineering support is available for assisting the customer in applying Compro-supplied SSPs to their applications. The service may be obtained by home office quote.



DEFINITIONS

License Agreement - A contractually binding document that, when signed by both parties, conveys a right to use a specific software product or products on a designated computer system or systems. Most software products in the Products Price List require a license agreement to be signed prior to shipment. The license agreement is included as part of Compro's Customer Agreement. Software licensing requirements may be found in the software section of the configuration guide under prerequisites for a given product.

Concurrent-Use Licensed Products - Concurrent-use licensed products are available to any customer who signs a customer agreement containing an Compro Software License Agreement and pays the one-time usage charge(s) (price). Software licensed under concurrent-use authorizes several simultaneous usages, or invocations, of a software product within the Compro Computer System.

Concurrent-use software products are sold as follows:

Base Package - Media, documentation, concurrent-use license for a designated number of software invocations.

Concurrent-Use License - Software license for an additional designated number of software invocations.

NOTE: The number of simultaneous invocations will vary by product.

Schedule A of the Compro Licensing Agreement - Schedule A of the Compro Licensing Agreement is used to delineate the specific software products and systems covered by the software license. Schedule A can be amended at any time to include additional licensed software products. For example, if a single CPU is purchased with MPX-32 on the initial order, other licensed software products can be added by the issuance of an additional Schedule A, describing each additional product for which a license to use has been purchased.

Reflective Memory System and/or Shared Memory System BSS Licensing of CONCEPT/32 and RSX Software Products - A special licensing arrangement is provided for purchasing individual Compro Binary Single System (BSS) software licenses for products which run on reflective memory systems and/or shared memory systems. For purposes of binary licensing, multiple CPUs located with one or two CPU cabinets sharing memory require only one BSS license per software product. In the case where multiple CPU types exists, the BSS license for the largest capacity processor must be purchased. Each additional single or pair of cabinets containing single or multiple CPUs configured on the reflective memory or shared memory system require an additional BSS license for the specific software product in question. For example, two RSX cabinets containing CPU/IPU computing elements sharing memory require one BSS license for a particular software product.



However, a configuration with five RSX cabinets would require three BSS licenses for the same software product, a sixth cabinet could be added in this case under the same license arrangement (only three BSS licenses required for the specific software product). SUSE® can be purchased for these individual software products in this same manner.

Binary Single System Software - The binary version of a software product is ready-to-catalog, ready-to-load, or ready-for-library use. It is created from the program source and is provided to users in machine readable form for quick installation and use. This is offered for sale as a product in the form of Binary Single System (BSS) and includes one copy of the product binary, ninety (90) days warranty, and one set of applicable documentation (excluding technical documentation). The customer must sign the appropriate license agreement, which contains a provision restricting the usage of this product to a single designated computer system.

Designated Computer System - A single CPU or multi-CPU located within a single or double serialized CPU cabinet(s) sharing memory.

Facility - A single site or location where Compro computers are installed, having a single point of contact for receiving software.

Node - A Node or System is a single Central Processing Unit (CPU) or a Central Processing Unit/Internal Processing Unit (CPU/IPU) computing element.

Reflective Memory System - A CPU or CPU/IPU computing element or series of computing elements sharing memory via a reflective memory bus. Each computing element must contain a Dual Port Integrated Memory Module (DPIMM), reflective memory port, and reflective memory bus cables.

Shared Memory System - A CPU or CPU/IPU computing element or series of computing elements sharing memory via a Multiprocessor Shared Memory System (MS)2.

Single System Product - A standard software product that is restricted for use on a single designated computer system.

Sub-Licensing - Customers who transfer a system and its License Software to a third party are required to have a sub-license agreement signed by the third party prior to such a transfer. Copies of the Compro Sub-License Agreement are available from the contracts department. This Agreement assures the third party is bound to protect the proprietary rights of Compro and its vendors in the product per the original license agreement. Software may only be sub-licensed if it is transferred with the original designated computer system upon which it was originally licensed.

U.S. Government Licenses - Compro licensed software products that are to be delivered directly or transferred with a system to the U.S. Government are "commercial computer software" as described in Section 252.227-7013 of the DoD Federal Acquisition Regulation Supplement (DFARS). Therefore, when acquired, the Government shall have restricted rights in Compro software and related documentation as set forth in DFAR Supplement



252.227-7013 "Rights in Technical Data in Computer Software".

NOTE: The binary and source versions of the software shall be provided with usage rights per computer, not per facility.

Mature Products (Hardware Product Category) - The price and availability of products identified as mature are subject to home office quote. These products may be new or warranted as new. The Buyer assumes responsibility for FCC compliance. Maintenance services are available. These products will no longer be enhanced and may eventually be discontinued.

Model Numbers - All Compro products are identified by unique model numbers. The model numbers offered for sale are listed in the Products Price List, published semiannually. The model number breakdown, definitions, and prerequisites are listed in the configuration guide.

Prices and model numbers are subject to change without notice. Except where indicated, prices are stated on a per unit price basis. Terms and conditions stated herein shall apply to all domestic U.S. orders except where prior contractual agreements specify otherwise (i.e., OEM and other master agreements).

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Special Terms and Conditions for Professional Services

Professional Services Overview and Terms & Conditions for Consulting Support, Remote Engineering Support, and Remote Installation Support

Overview of Consulting Support (Model Number CS92-702-001)

Consulting support provides "on-demand" consultations and labor with an Compro senior consultant. This consulting support service provides the customer with access to experienced personnel necessary to meet project goals without adversely affecting project budget.

With the purchase of this service, Compro will provide expert consulting and labor assistance on all aspects of the Compro systems hardware and software.

This assistance can include but is not limited to installation, integration, application porting and operating systems upgrades.

This consulting support service will consist of a one-week block of on-site or remote consulting credits. It can consist of one on-site trip totaling 40 hours or remote telephone support totaling 80 hours. The 40-hour on-site consulting block includes travel time (portal to portal) and actual travel expenses. The 80-hour remote telephone support will be available Monday through Friday, 8AM - 5PM (support consultant's local time).

Overview of Engineering Consulting Support (Model Number CS99-703-001)

Engineering consulting support provides consultations and labor with a senior software or hardware design engineer. This consulting support service provides the customer with access to the most experienced engineers necessary to meet project goals without adversely affecting project budget.

The engineering consulting consists of 40 hours of remote consulting support. Available Monday through Friday, 8AM - 5PM (support consultant's local time).

The listed products provide service for the continental U.S. ONLY.

Terms and Conditions for CS92-702-001 and CS99-703-001

The 40-hour on-site consulting service, CS92-702-001, includes travel time (portal to portal) and actual travel expenses. The specified location of the service must be disclosed at inception.

All remote service will be Monday through Friday, 8AM - 5PM (support consultant's local time), excluding holidays.

The products listed above expire one (1) year from purchase order date. Upon acceptance of the order by Compro, the items must be paid in advance.



No refunds or portions thereof will be granted if the service is not utilized during the effective period of the service.

The listed products provide service for the continental U.S. ONLY.

Overview of Remote Installation Support (Model Number CS99-705-108)

Remote Installation Support (RIS) is a fixed-price service that provides up to eight hours of dial-in or remote telephone support to assist technically advanced customers install Compro hardware or software. RIS shall be used only for installation assistance; once installation is complete, Compro maintenance is available including: remote hardware support, standard software support, or time and materials. Under RIS, each telephone call or dial-in occurrence will deduct a minimum of two hours. If installation is completed in less than eight hours, unused time is non-refundable. RIS must be used within ninety days of purchase, and payment is due in advance of service. Compro will receive RIS calls at 1-800-936-2673 between 8:00AM and 5:00PM eastern standard time. Multiple RIS blocks may be purchased to accommodate more complex installations.

The listed products provide service for the continental U.S. ONLY.