

## **Summary of Policies Customers with No Service Contract**

Flexstar does have a significant amount of customers that have invested in a service contract for their system(s). Flexstar is contractually obligated to support these customers on a priority basis with labor and materials and in some cases a service level agreement exists that further obligates Flexstar in its performance. As a result this can delay a response to a customer site or delay service parts orders to customer not currently under warranty or contract of any type.

### **Parts Sales:**

Flexstar will be more than happy to supply Customers without a Service/Support Agreement with new or refurbished parts. We will make every effort to meet all of the customer's requirements, but please be aware that certain older parts such as Pegasus I SBC, NPM's, etc. may be in short supply. In all cases these parts are sold with no warranty expressed or implied as they will not be installed by Flexstar employees or technicians currently certified to support Flexstar Products.

Customers should plan on a 6 to 8 week lead time for some parts such as SBCs, NPMs and power supplies and a 1 week lead time for on site labor.

### **Why do the technicians need to be certified?**

In order to comply with our own corporate policy, key customer policies, ISO 9000 compliance, 17025 compliance, DOD requirements and other Quality Programs, annual retraining and auditing of technicians is required.

Flexstar employees must maintain certification as a condition of employment. Non Flexstar employees who have been certified by Flexstar are under a direct employment agreement with one or more of our distributors. These employees are also required to maintain certification as a condition of employment with our distributors. We do not certify individuals not directly employed by us or our distributors, since regular audits are part of the on-going certification program.

### **Parts Pricing:**

Customers with No Service Contract may purchase new and refurbished parts on an exchange basis only at the then current Standard Flexstar LIST PRICE. Flexstar will make every effort to support Customer Requirements, but certain parts may be in limited and/or short supply. We ask for our customer's

understanding and patience in this regard. For those Refurbished Parts that Non-Contract Customers do purchase, the customer is required to return the defective part to Flexstar or its Distributor in 45 calendar days from the date of shipment to receive a Credit. The Customer will be responsible for freight in both directions. Due to end of life conditions, parts availability and repair cycles, selected Parts such as the Pegasus I SBC, Pegasus I NPM Cards, Pegasus II NPM Cards, Serial Cards, Certain Power Supplies, etc. are in limited supply and can only be sold on an exchange basis.

Parts not returned in 45 days receive no credit for the return of the defective part. Parts must be in reusable condition to obtain credit. Customers who do not return the defective or return parts that are not re-buildable on a continuous basis will be limited in their ability to make future purchases and/or placed on a service hold and no future service sales will be allowed other than through an on-site service visit.

Refurbished Parts will be sold at the Standard Flexstar Service Parts List Price which is available from your local Flexstar Representative.

### **Charges for Technical Support**

Flexstar is willing and able to provide technical support to Non-Contract Customers. Rates will be at Flexstar's Standard Support Rate and/or the Standard Non-Contract Rate of Flexstar's Authorized Distributor.

We encourage our Non-Contract Customer's to place a blanket Purchase Order in advance, with Flexstar or its Distributor in the amount of \$ 5,000 to cover the cost of any technical support which may be required. Individual rates per hour vary depending on the skill level required to assist the customer. Technical support calls are billed in 15 minutes increments, with a one (1) hour minimum charge for the first 15 Minutes.

### **Charges for script writing**

See Charges for Technical Support

### **How do I place a support call or make a support request?**

Call your local Flexstar Representative or Send a request to [support@flexstar.com](mailto:support@flexstar.com). Customers may also call Flexstar at +1-510- 570-0141.

## Software Support/Upgrades for Non-Contract Customers

<b>WW Software License Proposal for 2008-09</b>	
<b>Without Service/Support Agreement</b>	
Annual License Fee / Port	\$35.00
One Time Version Upgdate:	\$10.00 (i.e. Version 1.6.1 to 1.6.2)
One Time Major Upgrade:	\$20.00 (i.e. Version 1.6.x to 1.7.x)
<b>With Service/Support Agreement</b>	
Annual License Fee / Port	\$20.00
One Time Version Upgdate:	\$5.00 (i.e. Version 1.6.1 to 1.6.2)
One Time Major Upgrade:	\$10.00 (i.e. Version 1.6.x to 1.7.x)

## Custom Software Enhancements/Scripts/Plug-Ins

Flexstar will be happy to work with our Customers to develop any customized solutions needed. Customer will provide Flexstar with a Blanket PO to cover the first 40 Hours. Projects with a scope larger than 1 Man-Week will require a specialized quotation.

## Dongle Keys

For Customers without a Service Contract, the Replacement of a lost dongle key is \$500 including the Key itself and shipment of the Key

Repair of a defective Dongle Key or License File Update: \$ 200

Customer damaged Dongle Keys which require a License File Update, if dongle is reusable: \$200

Customers who set servers ahead passed the expiration date or who move Dongle Keys and cause damage are subject to the above fees.

## On Site Repairs:

On-Site Repairs will be billed at Standard North American Rates of Flexstar or its Local Distributor.

## **System Recertification**

In the event a customer wishes reinstate and/or undertake a Service Contract on a machine whose contract has lapsed the following procedure will be undertaken:

- Step 1: Inspection of Machine will be required.  
Charge will be \$ 100 / Hour with no maximum.
- Step 2: If any repairs are identified during the inspection, Flexstar or its Distributor will bill the customer on an actual cost basis, at standard rates. Once the repairs are completed the system is eligible to be placed under contract.

## **Upgrades**

Customers may purchase upgrades from Pegasus I to Pegasus II. As a condition of the Upgrade, the Customer must return the old materials (i.e. Pegasus I Complete Tray) to Flexstar or its Local distributor.

The customer may upgrade the system at their own risk but no warranty will be extended for any upgrades performed by non certified technicians. The return of old parts is still required. Customers who do not return old parts within 45 days of sale the customer will be placed on a service and credit hold and assessed the full value of any part not returned.

Flexstar has instituted this policy as part of an end of life process for many old parts that can no longer be built due to parts availability.

## **Depot Repair**

In many cases power supplies and circuit boards can be repaired by our technicians located in Fremont California or Singapore. Please contact support at the numbers listed above for pricing, lead times and an RMA