

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: ITS Council Meeting Date: 2/12/2015

Department Contact: Tracy Rosser Phone # 256-427-5097

Contract or Agreement: FalconStor Software Inc.

Document Name: Maintenance and Support Renewal Agreement

City Obligation Amount: \$45,090.00

Total Project Budget:

Uncommitted Account Balance:

Account Number: 01-8100-0508-7402

Procurement Agreements

<u>Not Applicable</u>	<u>Sole Source</u>
-----------------------	--------------------

Grant-Funded Agreements

<u>Not Applicable</u>	Grant Name: <u></u>
-----------------------	---------------------

Department	Signature	Date
1) Originating	<i>William M. Jones</i>	1/21/15
2) Legal	<i>Mary C. Carter</i>	2-3-15
3) Finance <i>CC</i>	<i>[Signature]</i>	2/4/15
4) Originating	<i>[Signature]</i>	2-12-15
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Feb 12, 2015

Action Requested By: ITS

Agenda Type: Resolution

Subject Matter:

Maintenance and Support Renewal Agreement

Exact Wording for the Agenda:

Resolution authorizing an Agreement by and between the City of Huntsville and Falconstor Software, Inc. for maintenance and support.

Note: If amendment, Please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.

This Agreement is to maintain and support the FalconStor software and appliance.

Associated Cost: \$45090.00

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: *William M. De...*

Date: Jan 29, 2015

RESOLUTION NO. 15-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama that the Mayor be, and he is authorized on behalf of the City of Huntsville, a Municipal Corporation in the State of Alabama, to enter into an Agreement by and between the City of Huntsville and FalconStor Software, Inc., a Delaware corporation, which said Agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Maintenance and Support Renewal Agreement", consisting of twenty-two(22) pages, and the date of February 12, 2015 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this 12th day of February, 2015.

President of the City Council of the
City of Huntsville, Alabama

APPROVED this 12th day of February, 2015.

Mayor of the City of Huntsville,
Alabama

MAINTENANCE AND SUPPORT RENEWAL AGREEMENT

THIS AGREEMENT ("Agreement") is made this 12th day of February, 2015, ("Effective Date") by and between City of Huntsville, a municipal corporation, having its principal place of business at 101 Church Street, Suite 201 Huntsville, AL 35801 ("Customer"), and FalconStor Software, Inc., a Delaware corporation, having its principal place of business at 2 Huntington Quadrangle, Suite 2S01, Melville, NY 11747 ("FalconStor").

WHEREAS, Customer has licensed FalconStor Software (the "Software") and/or purchased a FalconStor-branded appliance (the "Appliance"); and

WHEREAS, Customer desires to renew its maintenance and support ("M&S") agreement with FalconStor for the Software and/or the Appliance;

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FalconStor and Customer agree as follows:

1. In consideration of the renewal fee set forth on Exhibit A, FalconStor shall provide:

Gold X Silver [select one]
M&S with Upgrade Assurance X No Upgrade Assurance [select one]

to Customer for a period of three years from the date set forth on Exhibit A (the "Renewal Date").

2. M&S shall be provided for the FalconStor]:

FalconStor software X

FalconStor sourced hardware X

in accordance with the the Technical Support Handbook available at http://www.falconstor.com/dmdocuments/support/Technical_Support_Handbook.pdf , the terms of which are incorporated herein by reference.

3. Payment shall be due in accordance with the schedule on Exhibit A. The price set forth on Exhibit A is conditioned on timely payment. If payment is not received within thirty (30) days of the due date, the cost of M&S renewal may be changed, in FalconStor's sole discretion. In no instance shall the cost be higher than FalconStor's then-current list price.

4. If full payment is not received within thirty (30) days of the due date, FalconStor shall have the right to refuse to provide M&S to Customer.

5. Neither Party shall be responsible for failure to fulfill its obligations under this Agreement due to causes beyond its control for the period such causes are beyond its control and have not resulted directly or indirectly from its negligence or willful misconduct.

6. Miscellaneous.

a. This Agreement, together with the exhibits attached hereto, constitutes and contains the complete agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior correspondence, agreements, representations, statements, negotiations and undertakings between the parties relating to the subject matter hereof. Amendments to this Agreement must be in writing, specifying such amendment, signed by duly authorized representatives of both parties.

b. The laws of the state of Alabama shall govern the construction and enforceability of this Agreement. The parties agree that any action arising under or relating to this Agreement or the Software shall lie within the exclusive jurisdiction of any State or Federal court located in the State of Alabama.

c. No waiver by either party of any default shall operate as a waiver of any other default or of a similar default on a future occasion. No waiver of any term or condition shall be effective unless in writing and signed by the party against whom enforcement of the waiver is sought.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their duly authorized representatives as of the date written below.

FALCONSTOR SOFTWARE, INC.

By: _____

Name: _____

Title: _____

Date: _____

CUSTOMER

By: _____

Name: _____

Title: _____

Date: _____

MAINTENANCE AND SUPPORT RENEWAL AGREEMENT

EXHIBIT A

CUSTOMER: City of Huntsville

AMOUNT: \$45,090.00

PAYMENT SCHEDULE: Payment schedule per attached quote.

RENEWAL DATE: March 10, 2015

FalconStor[®]

Support Handbook

FalconStor Support Handbook

FalconStor Software, Inc.
2 Huntington Quadrangle, Suite 2S01
Melville, NY 11747
Phone: 631-777-5188
Fax: 631-501-7633
Website: www.falconstor.com

Copyright © 2014 FalconStor Software. All Rights Reserved.

FalconStor Software, FalconStor, and IPStor are registered trademarks of FalconStor Software, Inc. in the United States and other countries.

Windows is a registered trademark of Microsoft Corporation.

All other brand and product names are trademarks or registered trademarks of their respective owners.

FalconStor Software reserves the right to make changes in the information contained in this publication without prior notice. The reader should in all cases consult FalconStor to determine whether any such changes have been made.

11.26.2014



Contents

Introduction.....	1
Effective date of this Handbook.....	1
Maintenance and technical support.....	1
<i>Per-incident support</i>	1
Access to support.....	1
FalconStor web site	2
Contacting Technical Support	2
<i>Americas</i>	2
<i>Europe, Middle East, and Africa (EMEA)</i>	2
<i>Asia Pacific (APAC)</i>	2
General support exceptions	2
Third-party support	3
FalconStor Customer Support Portal	4
<i>Dashboard tab</i>	4
Alerts and announcements	4
Support tickets	4
Knowledge Base	4
GA releases and downloads	5
<i>Account tab</i>	5
<i>Support tab</i>	5
<i>Knowledge Base tab</i>	5
<i>FalconStor University tab</i>	5
Escalation Policy	7
Software/Hardware Support Policy	8
Software support	8
<i>EOS/EOL Policy</i>	8
Hardware support	9
<i>Support availability</i>	9
<i>On-site response</i>	9
<i>Parts service</i>	9
<i>Firmware updates</i>	10
<i>Support exceptions</i>	10
<i>Customer responsibilities</i>	10
<i>Important additional information for all hardware services</i>	11
Changes to the FalconStor Solution Environment.....	13
Planning	13

Deployment14

Post-deployment.....14

Certification Matrix 15

About FalconStor 16

FalconStor® Network Storage Server.....16

FalconStor® Continuous Data Protector16

FalconStor® Optimized Backup and Deduplication16



Introduction

With over 10 years of experience, FalconStor takes pride in providing customers with swift, focused, and courteous service that is just a click or phone call away. From critical issues to “how to” questions, our global FalconStor Technical Support engineers are ready to assure the success of your company’s solution.

To provide the best support possible, our Technical Support engineers work closely with fellow FalconStor experts representing Development, Storage Architecture, and Quality Assurance and have a full understanding of many different types of hardware and software.

FalconStor Software offers comprehensive technical support and troubleshooting assistance services for customers, partners, and distributors (the “customer”) who purchase FalconStor products. To upgrade, renew, or change your technical support plan, contact your FalconStor Sales representative, who can help you identify the best support package for your business.

We have created this Handbook to help you quickly get the information you need for working with FalconStor support.

Effective date of this Handbook

The information and support policy details presented in this Handbook apply to all purchases of FalconStor software and hardware as of the date of publication shown on the page following the cover. Support policies for all FalconStor software and hardware purchased prior to that date are defined in the support document(s) linked from the software “Welcome” letter or shipped with hardware. If you have any questions, contact your FalconStor Sales representative.

Maintenance and technical support

Purchase of renewable Silver or Gold maintenance with your software or hardware gives you access to technical support engineers and a variety of support services for a period of at least one year.

Purchase and renewal of software and appliance maintenance plans is subject to policy details specified in this Handbook (refer to [Software/Hardware Support Policy](#)).

Per-incident support

Per-incident support may be available if a company does not have a Maintenance and Support Agreement in place and special approval is obtained. The fee for this service will be waived if Maintenance and Technical Support is purchased within 15 days following the purchased incident support.

Access to support

Silver Maintenance – You have access to technical support engineers between 9 am and 6 pm local time, excluding weekends and holidays.

Gold Maintenance – You have access to technical support engineers 24x7x365.

All maintenance plans include 24x7x365 access to the FalconStor Customer Support Portal at support.falconstor.com, login account required. All support begins here – you must open a trouble ticket for your issue. Then, you can track your tickets, search for and download articles from the Knowledge Base, and obtain product upgrades, maintenance updates, patch downloads, and documentation (refer to [FalconStor Customer Support Portal](#) in this Handbook).

FalconStor web site

The [Support & Services](#) page of the FalconStor web site gives an overview of support services. For details, go to the [Technical Support](#) page, which provides the following:

- Links to support policy documents
- Support contact information
- A link to the FalconStor Customer Support portal, the central support location for all customers and partners (login required).

Contacting Technical Support

Americas

- Phone: +1-631-777-3332
- Fax: +1-631-501-7633

Europe, Middle East, and Africa (EMEA)

- Phone: +49 89 589 7887 28

Asia Pacific (APAC)

- Phone: +886-4-2258-6118
- Fax: +886-4-2259-1878
- *Japan*: +81-345-781538

If this is a critical issue without an open ticket, be prepared to provide the following:

- Company name, phone, and email address
- Site where problem has occurred
- FalconStor software product(s): version and build number(s), stage of deployment
- Issue description: area, symptoms, start/end date/time, names of server/client machines
- Issue characteristics: frequency, trigger, extent, history
- Impact assessment: current condition, functional impact, business impact, urgency
- Error message(s)
- Copy of the X-ray(s)
- Steps taken to troubleshoot the case so far

Additional information for appliance support:

- Model number
- Serial number
- Service Tag number
- Express Service code

General support exceptions

- FalconStor does not support storage systems that have not been certified for use with FalconStor software, as specified in the online Certification Matrix.
- FalconStor Technical Support does not include deployment support including, but not limited to, installation/reinstallation/deployment of appliances, troubleshooting SAN or IP network environments, installing Linux kernels, zone preparation and configuration of SAN switches, SAN connection preparation and configuration, IP connection and configuration, storage connection and configuration, or installing software not supplied by FalconStor (such as a backup package or SNMP package). Deployment support is available at current FalconStor Professional Services rates.
- Technical support does not include major product version upgrades, as defined by FalconStor. Upon the release of a major product version, FalconStor Professional Services can assist in upgrading your environment to the latest version of the product.

Third-party support

FalconStor acknowledges that customers work with other vendors and we are committed to finding a quick resolution by working collaboratively with other third party support organizations.

We will ask that our customers log a case with the other vendor so they can troubleshoot the issue with their product.

In addition to coordinating support with the customer we are also a member of TSANet (Technical Support Alliance Network). TSANet is a worldwide, vendor-neutral infrastructure that provides legal framework and contact databases for collaborative support among members. Using the TSANet process, members agree to collaborate when a multivendor problem exists. TSANet allows partners to have a common entry point when contacting partners' support centers in multivendor support incidents.



FalconStor Customer Support Portal

The FalconStor Customer Support Portal is your starting point for product support. Login is required. To create a user account, go to support.falconstor.com, then click the *Request Account* link and provide the required information.

After you are logged in, click the *Help* link in the upper right corner of the display to view tutorials for the portal and other help features, including articles on:

- FalconStor Customer Support Portal Overview
- Creating Support Tickets
- Viewing Support Tickets
- Viewing and Downloading GA Builds and Patches
- Viewing Knowledge Base Articles
- Managing Accounts

Take some time to explore the tabbed portal display.

Dashboard tab

The Dashboard tab provides links to the most frequently used portal features:

- Create support tickets and review status and details of open tickets.
- Search the Knowledge Base or read the most recently posted articles.
- View up-to-the-minute information about new updates and releases.
- Download the latest builds, patches (including full release notes), and documentation for your installed products.
- View the list of current account administrators.

Alerts and announcements

This area of the Dashboard displays current technical alerts and update notifications.

Support tickets

From this area, you can create trouble tickets and then view open ticket progress and status in the *Support* tab. For details on how to open and manage tickets, view the Customer Support Portal tutorial.

As a prerequisite to creating support tickets, select the *Account* tab and use the *Create Site* link to create a site entry for each customer site at which FalconStor products have been deployed. Then, for each site, use the *Create Configuration* link to specify each product configured at the site.

Knowledge Base

The Dashboard displays links to the newest Knowledge Base articles; full text search is available. To access the complete Knowledge Base, select the Knowledge Base tab.

GA releases and downloads

This area includes direct links for downloading the most recent builds and patches.

Select *View Builds, Patches, and Documentation* to focus on a particular product, then download the patch, build, or product guide that you want.

Select *FalconStor Hardware Documentation* below the *Product* list to display and download the hardware QuickStart Guide posters that are shipped with FalconStor appliances.

Account tab

The information in this tab allows you to view information about the sites and configurations registered in the Customer Support Portal, including license key codes and information about maintenance contracts for your purchased FalconStor solutions.

From this tab, you can create sites and register the product configurations at those sites before creating support tickets.

Support tab

The Support tab lists all open tickets for the account. View ticket status and attach supporting documents, screenshots, or X-rays to the ticket. You can also provide links to supporting documents that you have uploaded to your FTP site for FalconStor to retrieve. You have the ability to export ticket information to a CSV-based format file.

The Support tab menu also includes links to builds/patches/documentation and support policy documents.

Knowledge Base tab

Designed to be the first line of customer and partner support, the Knowledge Base is a repository of helpful technical documents that may allow you to solve your issue without the need to open a trouble ticket.

The Knowledge Base is available to all FalconStor customers and solution provider partners. It captures years' worth of technical expertise from FalconStor developers, engineers, and consultants. Some information categories have links on this tab:

- **FalconStor Product How-To.** Easy-to-follow for technical procedures for FalconStor product configuration, implementation, upgrade, data migration, third-party product integration, etc.
- **Troubleshooting.** Step-by-step instructions to help technical personnel diagnose and resolve issues regarding FalconStor products and product environments.
- **General FAQ.** Answers to common questions about FalconStor products specifications, technologies, applications, etc.
- **Third-party Products How-To.** Easy-to-follow technical procedures for third-party products and equipment integrated with FalconStor solutions.
- **Tech Bits.** Technical descriptions of product features, implementation, design considerations, methods, and schemes to help you communicate product knowledge among your technical personnel.
- **Tech Alerts.** Real-time notifications of technical issues on FalconStor products or related third-party products.

Explore the *Recently Posted*, *Recently Updated*, and *Most Popular* articles or search the entire Knowledge Base for specific articles.

FalconStor University tab

FalconStor University is an educational program designed to provide comprehensive training to FalconStor customers and partners. From online training to instructor-led courses, to hands-on

implementation training, we offer multi-tiered, comprehensive courseware and certification paths to help you expand your knowledge of FalconStor products.

Self-directed online courses are offered at 90-day intervals and can be taken at any time of the day. Instructor-led classroom courses are given at our company headquarters in Melville, NY and our European headquarters in Le Chesnay, France. On-site training can be arranged.

FalconStor University training courses are categorized as follows:

- **Basic Technical Product Training** focuses on specific FalconStor products and includes in-depth instructions on how to set up, configure, and administer products. Basic training is available in online or classroom formats.
- **Advanced Classroom Training** provides a higher, more sophisticated level of product expertise, offering hands-on instructions and troubleshooting in a virtual and/or physical lab environment.
- **Online Sales and Technical Training** is an exclusive program for members of the FalconStor PartnerChoice partner program. These courses empower our partners with the information they need to successfully sell and implement FalconStor technologies.

The FalconStor University tab lists current course offerings and descriptions and lets you register for courses.



Escalation Policy

Each support ticket is assigned a severity level:

Level	Definition	Examples	Response target
Severity 1- Critical	Severe problem- customer or workgroup cannot perform normal job functions or performance is severely degraded	System Down, or seriously degraded Data unavailable Workaround unavailable Critical resource unavailable and could cause significant financial impact to the customer	Within 1 hour
Severity 2- Severe	Major Functionality Impact Degraded level of service, immediate workaround required	Major system function is unavailable or degraded Repeated failures Problem is time sensitive but not causing an immediate work stoppage. No workaround is available and operation can continue in a restricted fashion	Within 2 hours
Severity 3- Moderate	Issue has affected or will affect customer productivity. - workaround exists, but problem must be fixed.	Failure in software component that is non- critical Failure in redundant component Problem affects some users	Within 8 hours
Severity 4- Mild	Information	"How to" questions Documentation issues Enhancement requests	Next business day

For a *Severity 1- Critical* event or when it has not been possible to close a support ticket using normal procedures, it may be necessary to request an escalation. To do this, call us at the number for your region and ask to speak to the Duty Manager. The Duty Manager will review the case with the engineer, engage other FalconStor resources if necessary, define the action plan, and communicate the plan to the requestor.



Software/Hardware Support Policy

Software support

FalconStor strives to be a technology leader. As technology evolves, so do the products and services we offer to our customers. To provide our customers with the most innovative solutions available, FalconStor software maintenance is available for any software product licensed from FalconStor.

Every Maintenance and Technical Support Agreement entitles customers to patches and updates for their products. A Maintenance and Technical Support Agreement that includes Upgrade Assurance entitles customers to upgrades as well.

Typically, FalconStor provides the following support services for a Generally Available (GA) release in conjunction with your maintenance contract terms:

- Updates, patches, and bug fixes (downloadable from the FalconStor Customer Support portal).
- Troubleshooting, diagnostics, and workarounds (provided by FalconStor Technical Support professionals).
- Access to the Knowledge Base, product documentation, and all features available on the FalconStor Customer Support portal.
- Upgrades (with Upgrade Assurance)

Maintenance and Technical Support can be purchased for a minimum of one year at a time. Contact your FalconStor Sales representative for information on available support plans and pricing.

You must include Upgrade Assurance in your purchase of a Silver or Gold Software Maintenance contract when you initially license a current FalconStor GA product.

Notes:

- Upgrades that require updates to the customer's operating system or data structure may require assistance from Professional Services, which is available for an additional cost. Contact your FalconStor Sales representative for details.
- If you are using the latest shipping version of a FalconStor solution but *do not* have a maintenance contract in place, you must purchase maintenance for the period of time during which you have not had a maintenance contract (retroactively to the date of purchase or renewal from the date on which a maintenance contract expired). You can then purchase Software Maintenance with Upgrade Assurance.

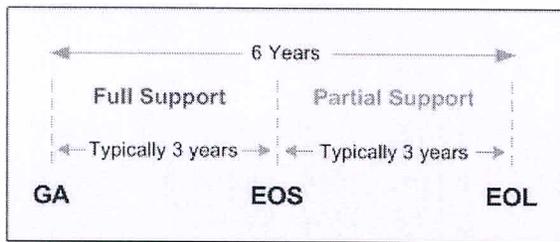
EOS/EOL Policy

When a new version of a FalconStor software product becomes generally available (GA), FalconStor will communicate End of Service (EOS) and End of Life (EOL) dates for previous versions and releases.

In the EOS phase, all general support listed above is available, but new updates or patches will no longer be made generally available.

Once a product reaches the EOL phase, support includes only previously released patches and online resources (such as the Knowledge Base) located on the FalconStor Customer Support portal.

While the actual EOS/EOL dates vary for each product, the timeline below shows a typical lifecycle for a product.



Hardware support

FalconStor appliance maintenance covers all FalconStor-branded hardware.

Renewable Appliance Maintenance (Silver and Gold) includes the hardware warranty and on-site parts replacement, as well as periodic software patches and updates. A maintenance agreement that includes Upgrade Assurance entitles customers to upgrades as well.

Upgrades are subject to hardware compatibility compliance and any Professional Services requirements. Refer to the Compatibility Matrix on falconstor.com or to product release notes for information on hardware requirements.

Refer to [Software support](#) for information on software upgrades and Upgrade Assurance.

Availability of on-site dispatch of technician and/or delivery of service parts to a Customer location depends on Customer location and the purchased level of maintenance.

Support for non-FalconStor-branded components is provided by other vendors; refer to [Third-party support](#).

Support availability

Hardware maintenance and technical support can be purchased for a minimum of one year and a maximum of three years, with pricing for years four and five guaranteed at the same rate.

Contact your FalconStor sales representative for information on available support plans and pricing.

On-site response

When a Customer opens a ticket for a hardware problem, a FalconStor Technical Support representative will assist the Customer by phone using a series of troubleshooting steps to help diagnose the issue. On-site service is provided by a third party, coordinated by FalconStor. If the FalconStor representative determines that the hardware problem should be addressed on-site, the representative will contact the authorized on-site service vendor hardware support provider on your behalf, or refer you to the on-site service vendor.

If all applicable terms and conditions in the support policy defined in this Handbook have been fulfilled, the authorized on-site service vendor will dispatch a service technician to the Customer's business location, pursuant to the severity level assigned to the ticket and level of purchased maintenance service.

For regions and countries where 4-hour or next-business-day service is not available, on-site parts replacement will be performed on a best-effort basis.

Contact your FalconStor Sales representative to confirm the service level offered in your area.

Parts service

Parts service provides parts required by a technician for on-site repairs, as well as parts that will be installed by the Customer.

The authorized support vendor currently stocks parts in various locations throughout the world. If a part that is needed to repair the supported product cannot be provided from a vendor facility near the Customer's location and must be transferred from another facility, response times may be impacted.

Software/Hardware Support Policy

If the FalconStor representative determines that it is necessary to return an entire system, the representative will advise the customer how to proceed.

Firmware updates

For all hardware, support includes maintenance software updates and the introduction of new features to firmware. Customers perform all firmware upgrades according to procedures provided by FalconStor. Assistance is available upon request.

Support exceptions

Hardware service does not include:

- Activities such as installation, de-installation, relocation, preventative maintenance, training assistance, remote administration, or any activities or services not expressly described in this Handbook.
- Accessories, supply items, media replacement, operating supplies, peripherals, or parts such as batteries, frames, and covers or support thereon.
- Software troubleshooting and support of any kind, unless it is explicitly specified above.
- Third-party hardware and software product support.
- Support for hardware and/or software pre-installed or post-installed by the Customer.
- Support for equipment damaged by act of nature (such as but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes), misuse, accident, abuse of supported hardware or components (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions), modification, unsuitable physical or operating environment, improper maintenance by the Customer (or Customer's agent), moving the supported hardware, removal or alteration of equipment or parts identification labels, or failure caused by a product for which FalconStor is not responsible.
- Spyware/virus removal or data backup services.
- Advanced wireless, networking or remote installation, setup, optimization, and configuration of applications beyond those described in this Handbook.
- Scripting, programming, database design/implementation, Web development, or recompiled kernels.

HARDWARE COVERAGE EXCEPTION

- The host-based RAID controller battery carries a 1-year limited hardware warranty.

Customer responsibilities

- **Authority to grant access.** Customer represents and warrants that the Customer, FalconStor, and if applicable the FalconStor-authorized support vendor will have access to and use of the supported product, the data on it, and all hardware and software components included in it, for the purpose of providing these services. If the Customer does not already have that permission, it is the Customer's responsibility to obtain it, at the Customer's expense, prior to asking FalconStor to perform these services.
- **Cooperating with FalconStor Technical Support and on-site technician.** Customer agrees to cooperate with and follow the instructions given by the FalconStor Technical Support representative.
- **Supported releases.** Customer must maintain software and supported hardware at required levels as specified in the Compatibility Matrix on falconstor.com or in product release notes. Customer must also ensure installation of remedial replacement parts, patches, software updates,

or subsequent releases as directed by FalconStor in order to keep the supported hardware eligible for this service.

- **Third-party warranties.** This support agreement may require that FalconStor Technical Support or the on-site technician access hardware or software that is not manufactured by FalconStor. Some manufacturer's warranties may become void if FalconStor or anyone other than the original manufacturer performs work on their products. It is the Customer's responsibility to ensure that FalconStor and/or its authorized on-site service vendor do not affect such warranties or, if it does, that the effect will be acceptable to the Customer. FALCONSTOR and FALCONSTOR'S AUTHORIZED RESELLERS DO NOT TAKE RESPONSIBILITY FOR THIRD PARTY WARRANTIES OR FOR ANY EFFECT THAT FALCONSTOR SERVICE MAY HAVE ON THOSE WARRANTIES.
- **Onsite obligations.** Where service requires on-site performance, the Customer must provide free, safe and sufficient access to the Customer's facilities and the supported product(s). Sufficient access includes ample working space, electricity and a local telephone line. A monitor or display, a mouse (or pointing device), and a keyboard must also be provided (at no cost to FalconStor) if the Supported Product does not already include those items.

Note: If the Customer fails to comply with the responsibilities and terms outlined in this support policy, then FalconStor is not obligated to provide the service.

CUSTOMER DATA BACKUP RESPONSIBILITIES

The Customer must complete a backup of all existing data and programs on all affected systems prior to the delivery of this Service.

FALCONSTOR WILL HAVE NO LIABILITY FOR LOSS OR RECOVERY OF DATA OR PROGRAMS or loss of use of system(s) arising out of the services or support or any act or omission, including negligence, by FalconStor or a third-party service provider.

Important additional information for all hardware services

1. **Assignment.** FalconStor may assign this service and/or service description to qualified third-party service providers.
2. **Whole unit replacement.** If the representative determines that the supported product is one that should be replaced as a whole unit, FalconStor reserves the right to have a whole replacement unit sent to the Customer. If an on-site technician delivers a replacement unit to the Customer, the Customer must relinquish the defective system or component thereof to the technician, unless Customer has purchased Keep Your Hard Drive for the affected system, in which case the Customer may retain the respective hard drive(s). If Customer does not relinquish the defective unit to the on-site technician as required above, or if (in the event the replacement unit was not delivered in person by an on-site technician) the defective unit is not returned within ten (10) days, Customer agrees to pay FalconStor for the replacement unit upon receipt of invoice. If Customer fails to pay such invoice within ten (10) days after receipt, in addition to any other legal rights and remedies available to FalconStor, FalconStor may terminate this hardware service upon notice.
3. **Cancellation.** FalconStor may cancel this service at any time during the service term for any of the following reasons:
 - Customer fails to pay the total price for this service in accordance with the invoice terms;
 - Customer refuses to cooperate with the assisting Technical Support representative or on-site technician; or
 - Customer fails to abide by all of the terms and conditions set forth in this support policy.

If FalconStor cancels this service, FalconStor will send Customer written notice of cancellation at the address indicated on Customer's invoice. The notice will include the reason for cancellation and the effective date of cancellation, which will be not less than ten (10) days from the date

Software/Hardware Support Policy

FalconStor sends notice of cancellation to Customer, unless state law requires other cancellation provisions that may not be varied by agreement. IF FALCONSTOR CANCELS THIS SERVICE PURSUANT TO THIS PARAGRAPH, CUSTOMER SHALL NOT BE ENTITLED TO ANY REFUND OF FEES PAID OR DUE TO FALCONSTOR.

4. **Relocation.** This service will be delivered at the site(s) indicated on the Customer's invoice. This service is not available at all locations. FalconStor's obligation to supply the services to relocated supported products is subject to local service availability and may be subject to additional fees, and to inspection and recertification of the relocated supported products at FalconStor's then current time and materials consulting rates. Customer will provide FalconStor with sufficient and safe access to Customer's facilities at no cost to FalconStor for FalconStor to fulfill service obligations.
5. **Support limitations.** FalconStor is not liable for any failure or delay in performance due to any cause beyond its control. Service extends only to uses for which the supported product was designed.
6. **Service parts ownership.** All FalconStor service parts removed from the supported product and returned to FalconStor become the property of FalconStor. Customer must pay FalconStor at the current retail price(s) for any service parts removed from the system and retained by Customer (except for hard drives from systems covered by Keep Your Hard Drive service) if Customer has received replacement parts from FalconStor. The authorized service vendor uses new and reconditioned parts made by various manufacturers in performing warranty repairs.
7. **Optional services.** Optional services (including point-of-need support, installation, consulting, managed, and professional, support or training services) may be available for purchase from FalconStor and will vary by Customer location. Optional services may require a separate agreement with FalconStor and are charged according to then-current Professional Services rates. In the absence of such agreement, optional services are provided pursuant to this Agreement.
8. **Term and renewal.** Customer will receive Services for the term indicated on Customer's FalconStor invoice. Prior to the expiration of the service term, Customer may be entitled to extend the term depending on available options then in effect and in accordance with FalconStor's then-current procedures.

In addition, FalconStor may, at its option, propose to renew this service by sending Customer an invoice to renew the service. Customer may, at its option (where permitted by law), agree to such renewal of the service by paying such invoice by the due date. Payment of renewal invoices shall indicate Customer's agreement to extend the term of this service. By renewing this service, Customer agrees that the then-current terms will apply to the renewal period. If Customer elects not to pay a renewal invoice, service will be discontinued as of the expiration date set forth on the original or last paid Customer invoice.

9. **Transfer of service.** Subject to the limitations set forth in this Support Policy, Customer may transfer this service to a third party who purchases Customer's entire supported product before the expiration of the then-current service term, provided Customer is the original purchaser of the supported product and this service, or Customer purchased the supported product and this service from its original owner (or a previous transferee) and complied with all the transfer procedures. A transfer fee may apply. The third party must purchase valid support from FalconStor.

Please note that if Customer or Customer's transferee moves the supported product to a geographic location in which this service is not available or not available at the same price as Customer paid for this service, Customer may not have coverage or may incur an additional charge to maintain the same categories of support coverage at the new location. If Customer chooses not to pay such additional charges, Customer's service may be automatically changed to categories of support which are available at such price or a lesser price in such new location with no refund available.



Changes to the FalconStor Solution Environment

After a FalconStor software deployment has been completed, the flexibility and open architecture of FalconStor solutions allow customers to make changes to their environment. To ensure that hardware/software conflicts do not arise, FalconStor Technical Support professionals are available to help with any potential change(s) to the customer's storage or SAN infrastructure, even if these changes appear to be unrelated to the FalconStor solution. This assistance is not a part of maintenance service and will be charged at standard FalconStor Professional Services rates.

While most changes are simple, require no downtime, and do not impact the environment, other changes may be more involved. If not performed properly, modifications such as the addition of new storage, the changing of storage devices below the appliance or in the "downstream" SAN, and any adjustments to the Fibre Channel or Ethernet switches to which the appliance(s) connect(s) can adversely affect the production environment and could cause data corruption or loss of data.

Any issues arising from changes made without the input of FalconStor Technical Support professionals are not covered under the FalconStor support agreement.

Customers should follow the steps below when enacting the types of changes that affect the FalconStor solution. In this way, FalconStor and the customer can be sure all changes are made in the correct order, reducing or eliminating the need for downtime to the production environment, and minimizing the possibility of data loss or corruption.

Planning

1. When planning a change, the customer should notify FalconStor Technical Support at least one week before the planned change and provide the following:
 - a. A Microsoft Visio diagram or other picture representation of the current SAN, including all storage and servers currently managed by the FalconStor system and any storage or servers not yet migrated to this environment.
 - b. A spreadsheet detailing the current port number(s) and cabling, both source and destination, of all IP and Fibre Channel ports in the FalconStor SAN infrastructure, as well as the other storage and servers to be migrated into the FalconStor SAN infrastructure. This map should also include all open ports in both IP and Fibre Channel switches, servers, controllers, and FalconStor appliances.
 - c. Complete information about all FalconStor appliances and technology in the environment, including X-ray of FalconStor software products, even if it appears as if these systems may not be involved with the current change information.
 - d. A detailed Visio diagram or picture representation of the final design desired.
2. FalconStor and the customer will then work together on a step-by-step plan for how to arrive at the final solution. This step-by-step plan will cover the systematic changes, will ensure maximum uptime, will minimize any possibility of data loss or corruption, and will include checkpoints and contingency plans if necessary. The cabling and system changes will be detailed and incorporated into the cabling spreadsheets so the final picture and spreadsheet, once the process is complete, are identical both logically and physically.
3. The time of the proposed changes should be agreed upon between FalconStor and the customer to ensure the proper support personnel are available.

Changes to the FalconStor Solution Environment

Deployment

1. The customer should notify FalconStor Technical Support at the start of the change process.
2. If any issues arise during the process, the customer should notify FalconStor Technical Support member and let them know immediately what step is not progressing as expected so that support can assist with the technical issue, before:
 - a. Additional steps are performed
 - b. The process is reversed, or
 - c. The contingency plan is initiated.

Post-deployment

1. Once the step-by-step procedure is completed successfully, the customer should notify FalconStor Technical Support by providing the final Visio diagram or picture representation and cabling spreadsheet. This confirms that, if the process was changed during the deployment phase, any differences between what was deployed and what was planned are reflected accurately.
2. The customer should also provide X-ray information from all FalconStor appliances and technology to regional FalconStor Technical Support. This alerts FalconStor that all the changes were completed successfully and provides current and accurate information for follow-up changes and future technical support calls.



Certification Matrix

The FalconStor Certification Matrix outlines all of the hardware and software that is certified to work with FalconStor products. This matrix is updated constantly, so please check back frequently for updates. This matrix is helpful when planning a change to the environment to make sure that the change will work smoothly with your FalconStor products.

Note: Our matrix is dependent upon the vendor's compatibility with supported operating systems. Contact the vendor for their list of supported operating systems.

To view the Certification Matrix, go to www.falconstor.com/matrix. The matrix includes the following:

- A list of certified servers that can be used with FalconStor products
- A list of certified disk arrays that can be used for storage virtualization by FalconStor products
- A list of certified switches, hubs, routers, and bridges
- A list of certified HBA cards, SCSI cards, RAID controllers, iSCSI initiators, and network adapters that can be used with FalconStor servers and clients
- A list of operating systems and clustering software that have been certified for FalconStor CDP and FalconStor NSS servers, clients, and agents
- A list of enterprise management software, database and application software, and backup software certified for use with FalconStor CDP and FalconStor NSS
- A list of tape libraries, tape drives, compression cards, server platforms, and backup software certified with FalconStor VTL and FalconStor SIR
- A list of supported operating systems and database backup software certified with FalconStor FDS

Software or hardware that is not listed within the Falconstor Certification Matrix should be requested through the customer's account representative.



About FalconStor

FalconStor Software, Inc. delivers a comprehensive solution suite designed to seamlessly migrate, recover, protect, and deduplicate data - on or off the cloud - without tying businesses to specific hardware, networks, or protocols. Based on the award-winning IPStor platform, products include Optimized Backup and Deduplication, Continuous Data Protector (CDP), and Network Storage Server (NSS), each enabled with WAN-optimized replication for disaster recovery (DR) and remote office protection. Our solutions are available from major OEMs and solution providers and are deployed by thousands of customers worldwide, from small businesses to Fortune 1000 enterprises.

FalconStor® Network Storage Server

FalconStor NSS provides high-performance primary storage through heterogeneous storage virtualization, provisioning, and management. Data protection features include mirroring, snapshots, and WAN-optimized replication. FalconStor NSS virtualizes storage from a wide variety of disk vendors and provides connectivity over iSCSI, Fibre Channel, or FCoE networks.

FalconStor® Continuous Data Protector

FalconStor CDP provides a complete data protection solution that offers unified backup and DR. It replaces conventional, periodic tape-based protection with continuous availability and 100% data integrity. Combining local protection with WAN-optimized replication, FalconStor CDP lets you recover any data, anytime, anywhere.

FalconStor® Optimized Backup and Deduplication

FalconStor Optimized Backup and Deduplication is a comprehensive disk-based backup deduplication solution that offers virtual tape, high-speed backup/restore, global data deduplication, enterprise-wide replication, and physical tape integration in one solution, without requiring changes to the existing environment. Optimized Backup and Deduplication also provides block-level deduplication for data on network-based file shares using the standard NAS protocols Common Internet File System (CIFS) and Network File System (NFS).



COMPANY NAME: City of Huntsville	FALCONSTOR ACCOUNT MANAGER	QUOTE NUMBER: 01022015COH-CB
CONTACT NAME: Chris Davis	Christine Bencomo	QUOTE DATE: January 2, 2015
ADDRESS: 300 Madison St SE Huntsville, AL 35801	Renewals	
PHONE NUMBER: 256-427-6703	(631) 773-5826	
EMAIL: chris.davis@huntsvilleal.gov	christine.bencomo@falconstor.com	

PRODUCT SKU	PRODUCT	DESCRIPTION	QTY	MSRP	EXTENDED MSRP	DISCOUNT	PRODUCT FINAL COST
	3-Year Maintenance & Support Renewal						

MAINTENANCE SKU	MAINTENANCE	DESCRIPTION	MAINTENANCE LEVEL	YEARS	MSRP	EXTENDED MSRP	DISCOUNT	MAINTENANCE FINAL COST
FS-NCDTUAGLD-G	Gold Maintenance & Support with Upgrade Assurance Renewal	Appliance maintenance, major version upgrade, 24x7 email/phone support, 4-hour onsite, one year ** Payment for term: 3/10/2015 - 3/9/2016 - Due 3/10/2015 ** Includes 1 x CDPSA 20TB; 2 x Expansion - 24TB NL-SAS; 60 x CDPSA Storage Capacity - 1TB	Gold w/Upgrade Assurance	1	\$25,050.00	\$25,050	40%	\$15,030.00
FS-NCDTUAGLD-G	Gold Maintenance & Support with Upgrade Assurance Renewal	Appliance maintenance, major version upgrade, 24x7 email/phone support, 4-hour onsite, one year ** Payment for term: 3/10/2016 - 3/9/2017 - Due 3/10/2016 ** Includes 1 x CDPSA 20TB; 2 x Expansion - 24TB NL-SAS; 60 x CDPSA Storage Capacity - 1TB	Gold w/Upgrade Assurance	1	\$25,050.00	\$25,050	40%	\$15,030.00
FS-NCDTUAGLD-G	Gold Maintenance & Support with Upgrade Assurance Renewal	Appliance maintenance, major version upgrade, 24x7 email/phone support, 4-hour onsite, one year ** Payment for term: 3/10/2017 - 3/9/2018 - Due 3/10/2017 ** Includes 1 x CDPSA 20TB; 2 x Expansion - 24TB NL-SAS; 60 x CDPSA Storage Capacity - 1TB	Gold w/Upgrade Assurance	1	\$25,050.00	\$25,050	40%	\$15,030.00

SERVICE SKU	SERVICE	DESCRIPTION	QTY	MSRP	EXTENDED MSRP	DISCOUNT	SERVICES FINAL COST

Note 1: Software maintenance is provided in accordance with the terms of the FalconStor Technical Support Handbook available at http://www.falconstor.com/dmdocuments/support/Technical_Support_Handbook.pdf

Note 2: Pricing for maintenance renewals for each of the subsequent years are guaranteed at the above stated percentage of the original system fee plus an annual increase of the greater of 3% or the annual increase in the Consumer Price Index (CPI).

Note 3: All Fees and associated discounts are predicated upon signature and/or PO on or before the expiration date and upon all of the identified products and associated quantities in a single transaction.

Note 4: Please make the Purchase Order payable to: FalconStor Software, Inc., 2 Huntington Quadrangle, Suite 2S01, Melville, NY 11747 or salesorders@falconstor.com

NOTE: PS RATES ARE AN ESTIMATE AND MAY BE HIGHER OR LOWER, On-Site PS Labor rates do not include Travel and Expenses. T&E will be summarized and invoiced at actual costs incurred

Important Sales Tax Note: Since FalconStor sales quotes do not include sales tax, FalconStor will calculate and charge based on the tax rates applicable for your ship to address. If your purchases are tax exempt, please email a valid resale/exemption/direct pay certificate immediately to salesorders@falconstor.com attention Tax Dept. To be valid, the resale/exemption/direct pay certificate must be valid in the State where the FalconStor product will be shipped. Without this documentation, our billing system will charge tax, where applicable.

	MSRP	DISCOUNT	TOTAL COST
Software & Appliances	\$0.00	\$0.00	\$0.00
Maintenance	\$75,150.00	(\$60,120.00)	\$45,030.00
Services	\$0.00	\$0.00	\$0.00
FalconStor Total	\$75,150.00	(\$60,120.00)	\$45,030.00