

Instructions for the Support Agreement

Please complete this Support Agreement:

- On page 2, fill out the Agreement Effective Date, the date you want support to start.
- On page 3, fill out the Site Contact Information. This is usually Customer's lead technical contact.
- On page 3, fill in the Escalation Table.
- Symas accepts electronic signature.



Symas Product Support Agreement (Agreement) Between Symas Corporation (Symas) and (Customer)

Customer wants technical support for Symas products. This Agreement is the contract under which Symas provides that support. The Agreement contains the definitions, terms and conditions of the contract. **Schedules A, B,** and **C** are parts of this Agreement.

Effective Date of this Agreement: Month day, year

This Agreement remains in force until payment is not received for renewal or cancelled. Please see *Payment and Termination* in Schedule A for details.

Supported Product and Service Level

SKU	Product and SLA Description	Quantity
BRZ-IS-BE	Symas OpenLDAP Bronze Best Effort Annual Support	
BRZ-IS-BEDR	Symas OpenLDAP Bronze Best Effort Disaster Recovery Annual Support	
	For 1 (one) year from Effective Date	

See accompanying Quote #____ for pricing.

Bronze PSA 2.3 Symas – Customer Confidential Page 2 of 8 Symas Agreement No: yymmdd-#

Site Contact Information

SITE CONTACT: (Cus	tomer's lead technical contact)	
Company Name:		
Contact Name:		
Title:		
Address:		
Phone:		
Fax:		
E-mail:		

Escalation Table

	Symas		Customer	
	Name	Phone/e-mail	Name/Title	Phone/e-mail
1 st Escalation	Jean Masters	(650) 963-7672		
		<u>jmasters@symas.com</u>		
2 nd Escalation	Martin Heyman	(650) 963-7606		
		mheyman@symas.com		
3 rd Escalation	Matthew Hardin	(650) 963-7602		
		mhardin@symas.com		

Signatures

	Symas	Customer	
Signed:		Signed:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

Schedule A - Product Support Terms

The following terms and conditions apply to this Agreement.

Definitions

Best Effort: the level of support in the Symas OpenLDAP Bronze (Bronze) support plan. It is the lowest service level and is priced accordingly. There is no Bronze Service Level Agreement meaning there are no set response times. When the support request workload allows work on Best Effort requests, the work is done during Symas business hours via the email generated by the ticketing system. The Bronze support plan is intended for teams self-sufficient in OpenLDAP who occasionally need support.

Disaster Recovery (DR) Server: A Server with Supported Products installed, directory data updated by Production Server(s), and normally receiving no End User Computer LDAP requests. DR Servers provide fast, reliable fail-over for high-availability.

Documentation: Printed or electronic materials about the Supported Products, provided by Symas.

Open Source Software: Software distributed under a license approved by The Open Group. Supported Products use such licenses unless otherwise specified.

Product: Any product listed in the Supported Products table in the main body of this Agreement.

Production Server: A server with Products installed and in production, covered by this Agreement.

Server: A single real or virtual server providing service to Customer's business and/or clients.

Term: The time from the Effective Date until terminated by Customer or Symas.

Support

During the Term Symas provides Customer with technical support for the Products. Technical support includes:

- "Best Effort" help with issues and questions about the Supported Products. Symas limits help to copies of the Products on Production Servers.
- Notification of updates.

Schedule C describes Symas's support processes and obligations.

Support does not include participation in immediate screen-sharing sessions/calls requested by Customer.

Training and professional services are available under separate statements of work.

Open Source Licenses

Open Source Software License terms (**Schedule B**) govern the Supported Products.

Modification

Customer may change configuration files and configuration data contained in scripts. Otherwise, Symas only supports the package as originally delivered.

Software Upgrades

Bronze PSA 2.3 Page 4 of 8
Symas – Customer Confidential Symas Agreement No: yymmdd-#

Several times a year Symas and Linux Distribution package maintainers provide updated packages for the Supported Products. Customer should install updates promptly. Notification of updates based on Open Source Project Releases and updates provided by Symas addressing pressing issues are posted on Symas's web site blog, https://symas.com/symas-blog. RSS feeds are available for syndication. Updates often address serious problems including CVEs.

Symas only accepts tickets for issues in the three (3) most recent Product packages.

Payment and Termination

Fees

Customer pays the fees annually. They are due within thirty (30) days of Customer's receipt of invoice. Fees are listed in the accompanying Quote referenced just below the Supported Products table above. If the listed number of Production/Disaster Recovery Servers changes at renewal time, the renewal quote will reflect the change.

Fees are payable in U.S. Dollars. Fees delinquent by sixty (60) days or more trigger automatic termination of this Agreement.

Renewal

This Agreement may be renewed on the annual anniversary of the Effective Date (Renewal Date). Ninety (90) days before renewal Symas notifies Customer of the pending renewal. This notification requests the number of Production Servers for renewal. Renewals have the same fees as the prior year unless there is a change to the table of Supported Products. Symas will provide Customer with an accurate renewal quote at least sixty (60) days before the Renewal Date.

Termination

Either party can terminate this Agreement before the Renewal Date. They have to notify the other party in writing. Termination is effective thirty (30) days after receipt of the written notice.

Warranties and Disclaimer (The Lawyers Insist)

Symas represents, warrants and covenants to Customer that Symas provides the Supported Products and support services in a professional, workmanlike manner consistent with this Agreement and generally accepted industry standards of care and competence. Symas further represents and warrants that the Products will be free from any known deficiencies and will materially conform to their Documentation. EXCEPT AS SET FORTH HEREIN, SYMAS PROVIDES NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Bronze PSA 2.3 Page 5 of 8 Symas Agreement No: yymmdd-#

Schedule B - Governing Licenses

The Products contain Open Source Software (OSS). OSS licenses govern OSS packages. The licenses associated with packages in the Products include:

- The Symas License, or
- OpenLDAP Public License

Follow this link to find the text of these licenses: https://www.symas.com/symas-open-source-licenses .



Schedule C – Bronze Service Level Agreement

Support Desk

Customer may request support at any time. Customer requests support via email or the Symas on-line ticketing system. Symas provides a unique email account for Customer. Symas also enrolls Customer's staff in the ticketing system. Symas provides access information when this Agreement becomes effective. New tickets generate confirmation email to Symas and Customer. Updates to tickets also generate email.

Each ticket should contain the following:

- The Severity Level High, Medium, Low,
- The commands and procedures that trigger the problem or question,
- The description of the problem or question itself.
- The impact of the problem or question,
- The Product version or release number and OS name/version or release number, and
- Configuration file(s) and/or diagnostic output data that support the request.

Symas provides Best Effort support primarily via email during its normal U.S. business hours, except on U.S. national holidays.

Ticket Processing

Technical support is a partnership. Without timely help, Symas cannot address most problems.

Typical diagnostic information includes:

- Descriptions of the hardware and software environment,
- Software version or release levels,
- Configuration settings,
- Logs produced by the Products,
- Dumps or application diagnostic information from affected applications (including other system
- Examples of input, the resulting output and the expected output, and
- Other useful information that clarifies the request.

For each ticket, Symas:

- Confirms receipt of the ticket by automatic email reply. The reply contains Symas's identification number for the ticket.
- Analyzes the ticket:
 - o verifying the existence of the problem,
 - considering the question, and
 - evaluating the Severity Level.
- Diagnoses the problem.
- Interacts with Customer's team to get more information as needed.

Bronze PSA 2.3 Page 7 of 8 Symas Agreement No: yymmdd-#

- Addresses the problem by:
 - Providing answers to questions,
 - o Providing solutions to problems not related to the code in the Products,
 - o Developing fixes, if needed, and/or
 - o Explaining other resolutions.
- Reports status and progress to Customer.

Temporary remedies generally work around problems. Final remedies fix them. Most of the time the temporary remedy is the final remedy.

Classification Of Tickets

Symas uses three Severity Levels: High, Medium, and Low.

High Severity: Ticket reports problems causing severe impact on Customer's Production Servers.

Medium Severity: Ticket reports problems that are either:

- Temporary work-arounds by Customer's staff or
- Cause no significant problems on Production Servers.

Low Severity: Ticket reports minor problems or questions.

Response and Remedy Times

Response and Remedy times under this agreement are "Best Effort."

Confirm Receipt: Tickets receive an immediate email confirmation from Symas's ticketing system.

Bronze PSA 2.3 Symas – Customer Confidential

Page 8 of 8 Symas Agreement No: yymmdd-#