



Instructions for the Symas Product Support Agreement

Please complete this Support Agreement:

- On page 2, fill out the date you want support to start (Effective Date).
- 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.

SAMPLE

Symas Product Support Agreement (PSA) between Symas Corporation (Symas) and [REDACTED] (Customer)

This PSA is effective as of **Month day, year** (Effective Date).

Schedules A, B, and C are part of this Agreement. Under this PSA, Symas:

- Provides advice on configuration options, performance challenges, capacity planning, and directory strategy,
- Provides technical support to Customer, and
- Provides remedies for defects found in Supported Products.

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

Supported Products

| SKU | Product and SLA Description | Quantity |
|-----------|-----------------------------------------------------------|----------|
| SLS-IS-BH | Symas OpenLDAP Gold 9x5 Business Hours Annual Support | |
| SLS-IS-CI | Symas OpenLDAP Gold 24x7x365 High Severity Annual Support | |
| | For one (1) year from Agreement Effective Date | |

See accompanying Quote # [REDACTED] for pricing.

Site Contact Information

| SITE CONTACT: (lead technical contact) | |
|----------------------------------------|--|
| Company Name: | |
| Contact Name: | |
| Title: | |
| Address: | |
| | |
| | |
| Phone: | |
| E-mail: | |

Escalation Table:

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

Signature Block

Symas

Customer

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SAMPLE

Schedule A - Product Support Terms

Symas and Customer agree that the following terms and conditions apply to this Agreement.

I. DEFINITIONS

Best Effort: the level of support for Non-Production Computers. It is the lowest service level and is priced accordingly. There is no Best Effort 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.

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.

End User: People who access Customer's OpenLDAP directory through "client applications". Non-LDAP v3 compliant "client applications" are not supported.

Invoice: A statement of fees provided for establishing or renewing this Agreement.

LDAP Administrator: Customer's staff, temporary or permanent, and contractors who can install, configure, operate, back-up, or otherwise control Supported Products on supported Production Servers.

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

Non-Production Computer: A computer used for development, test, quality assurance, or staging of a Supported Product. A computer used this way is not in production and receives Best Effort support unless the Customer has elected to pay for business hours or 24x7 high severity support of Non-Production Computers by listing them in the Supported Products table.

Production Server: A Server with the Supported Products installed, operational and in use supporting client applications.

Quote: A statement of fees including those for Supported Products listed in this Agreement. Prior to establishing Support, a Quote is issued for Customer budgeting and approvals.

Server: A server (physical computer or Virtual Machine/VM) running Supported Products.

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

II. SUPPORT AND SOFTWARE

(a) **Support.** During the Term Symas provides Customer with technical support for the Supported Products on Production Servers. Support includes issues with the Supported Products discovered on End User Computers.

Technical support includes:

- Advice and consultation on configuration options, system requirements, security considerations, performance, and capacity planning for the Supported Products on Production Servers,
- Help with issues and questions about the Supported Products, and
- Notification of updates.

Schedule C describes Symas's support processes and obligations.

(b) **Software Upgrades.** 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/>. RSS feeds are available for syndication. Updates often address serious problems including CVEs.

(c) **Modification.** Customer may modify configuration files and configuration data contained in scripts. This Agreement provides support for binary packages of Supported Products created by Symas, by Linux Distribution package maintainers, and by others building binaries from unmodified Open Source Software Project source code.

(d) Disaster Recovery Software. Customer use of Supported Products for disaster recovery purposes is supported when such servers are configured for passive replication to stay up-to-date with a Production Server and for disaster recovery testing or rehearsal.

(e) Exclusions. Support Services **do not** include:

- Visits to Customer's site;
- Electrical, mechanical or other work with hardware, accessories or other devices associated with the use of the Supported Products; or
- Any work with any third-party equipment or software.

Symas has no obligation to correct any error resulting from: (i) misuse of the Supported Products; (ii) unauthorized modifications to the Supported Products not made by Symas or (iii) use of the Supported Products with equipment, software, services or other items not provided by Symas other than the hardware and system software for which the Supported Products are designed.

III. Miscellaneous

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

(b) Copying. Applicable Open Source Software Licenses govern copying of the Supported Products.

(c) Markings. Symas grants Customer the non-exclusive, worldwide right and license to use Symas's trademarks, service marks, trade names and other logos to denote proper identity, origin, and authenticity. Customer agrees to reproduce all titles, trademarks, copyright notices and other proprietary markings as such markings appear in the original copy of the Supported Products and Documentation delivered to Customer by Symas.

(d) Ownership. Neither Customer nor any End User acquires any ownership right, title or interest in or to the Supported Products, Documentation, or any of the names or marks "Symas," or "Symas OpenLDAP." All rights, title, and interest in the Supported Products, Documentation, and the names or marks "Symas", "Symas OpenLDAP", "Symas Unified User Management" ("SUUM"), and "Symas Lightning Memory-Mapped Database" ("Symas LMDB") including copyright, trademark, and trade name rights, at all times remain the sole and exclusive property of Symas or Symas's licensors.

IV. 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 quantity, SLA, and/or supported product change at renewal time, the renewal quote will reflect the change(s). 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 for renewal the quantity of Production Servers running Supported Products. 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. Symas or the Customer can terminate this Agreement before the Renewal Date.

Refunds. Customer can request a pro-rated refund for unused Support upon early termination of this Agreement.

Termination. Either party can terminate this agreement by notifying 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 shall provide 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 Supported Products will be free from any known deficiencies or errors 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.

SAMPLE

Schedule B - Governing Licenses

Each of the Open Source components provided as part of this Agreement is governed by its own license:

- The Symas License,
- OpenLDAP Public License,

Any and all rights not granted to Customer by these licenses are reserved to the Open Source Software Project(s) or Symas.

Each Open Source component is distributed with its governing license. Customer may view the license at <https://www.symas.com/symas-open-source-licenses> .

SAMPLE

Schedule C – Gold Service Level Agreement

SUPPORT DESK

Customer can request support, at any time, via their dedicated support email address or their Symas on-line ticketing system account. Email reports automatically open tickets in the on-line ticketing system. Access information for support email and the ticketing system are provided at support activation and are updated at each annual renewal.

Each ticket should contain the following information:

- The Severity Level – High, Medium, Low, or No Action,
- The Product release or version and OS release or version,
- A description of the commands and procedures that reveal the issue or question, and
- A short description of the issue or question and its impact on Supported Product performance, and any configuration file or diagnostic output data available to substantiate the nature of the issue or question.

Customer's support level (Business Hours or 24x7x365 High Severity) is specified in the Supported Products table above.

Business hours support: Customer may request support at any time of the day or night. Symas provides support to business hours customers primarily via ticketing system email during its normal U.S. business hours, except national U.S. holidays.

24x7x365 High Severity support: At any time of the day or night, 365 days per year, 24x7x365 High Severity support-level Customer's staff may report High Severity Production problems. After reporting a High Severity problem electronically, Customer's staff may also call Symas's support telephone number alerting the Symas support team that the report has been made. In these cases, an experienced and knowledgeable Symas engineer will work until at least a satisfactory, temporary remedy has been provided. Subsequent remedies will be as described in *Response and Remedy Times* below.

Symas's support telephone numbers for 24x7x365 High Severity customers with Production problems are:
(855) 532-7489 (direct, US toll-free)
(650) 963-7601 (automated switchboard, select the option for technical support)

All other severity levels (medium, low or no action) receive business hours support via ticketing system email during Symas normal U.S. business hours, excluding national U.S. holidays. For support requests involving instances with Best Effort support, when the support workload allows work on Best Effort requests, the work is done during Symas business hours, excluding national U.S. holidays, via the email generated by the ticketing system.

TICKET PROCESSING

Symas's technical support depends on reasonable assistance from the Customer in diagnosing the problem. It is particularly important that the Customer provide diagnostic information (logs, configuration settings, etc.) quickly on request. Typical diagnostic information includes:

- Descriptions of the hardware and software environment,
- Software version or release levels,
- Configuration settings,
- Logs produced by the software,
- Dumps or application diagnostic information from affected applications (including other system software),
- Examples of input, the resulting output and the expected output, and
- Any other useful information that clarifies the problem or the circumstances surrounding its discovery.

For each ticket, Symas:

- Confirms receipt of the ticket automatically by email reply containing Symas’s identification number to Customer’s assigned support queue email account.
- Analyzes the ticket, verifying the existence of the issue or question and noting the Severity Level.
- Diagnoses the problem, interacting with Customer’s team to get additional information as needed.
- Develops one or more remedies (temporary and final), if needed. Otherwise, explains how the ticket reports something that is neither a defect nor a usage problem.
- Reports status and maintains communications with Customer regarding progress.
- Delivers remedies, explanations, and status as appropriate and in a timely manner.

Temporary remedies generally circumvent (work around) the problem. Final remedies fix defects or make more permanent changes. Most ticket remedies are made up of advice about processes, procedures, documentation, or configuration settings. When a final remedy involves software changes, they are provided in an upgrade package (release) available from Symas’s [Download Web Site](#). It is Customer’s responsibility to download the relevant update and have it implemented in their environment. Symas is dependent on the OpenLDAP Project to provide final remedies (code fixes). Symas only supports OpenLDAP 2.4 or higher.

CLASSIFICATION OF TICKETS

When reporting an issue, Customer identifies the Severity Level of each ticket. There are four Severity Levels: High, Medium, Low, and No Action. Severity Levels should indicate the relative importance (priority) of the ticket.

High Severity. High Severity tickets describe issues with supported production directory deployments that significantly impact Customer’s business operations. Because of these impacts, High Severity tickets are given the highest priority by Symas’s support team.

Medium Severity. Medium Severity tickets describe issues that exist but are either circumvented by Customer’s staff or are otherwise not significantly impacting Production Servers. Problems that would have been High Severity on Production Servers but only affect development, test, staging, or quality assurance on Non-Production Computers should be marked as Medium Severity.

Low Severity. Low Severity tickets describe questions or issues on Non-Production Computers that would have been marked Medium Severity on Production Servers.

No Action. The ticket is merely advisory. No action is requested. These are often reports that Customer is upgrading their Supported Products or other systems activity. Filing a No Action ticket alerts Symas’s support team to the possibility of problems arising.

RESPONSE AND REMEDY TIMES

Confirm Receipt: All tickets receive an immediate confirmation response from Symas’s ticketing system.

First Response: When Customer submits a ticket, Symas’s first responses come within:

| Severity | 9x5 Business Hours | 24x7x365 High Severity |
|-----------|-----------------------------------|-----------------------------------|
| High | 2 business hours | 2 hours |
| Medium | 6 business hours | 4 hours |
| Low | 1 business day | 1 calendar day |
| No Action | 2 business days or as appropriate | 2 business days or as appropriate |

Temporary Remedy: Once Symas has the necessary diagnostic information, Symas provides a temporary remedy within:

| Severity | 9x5 Business Hours | 24x7x365 High Severity |
|-----------|--------------------|----------------------------------------|
| High | 1 business day | ASAP but no longer than 1 calendar day |
| Medium | 5 business days | 5 calendar days |
| Low | N/A | N/A |
| No Action | N/A | N/A |

Final Remedy: Once Symas has the necessary diagnostic information, Symas provides a final remedy within:

| Severity | 9x5 Business Hours | 24x7x365 High Severity |
|-----------|----------------------|------------------------|
| High | 5 business days | 5 calendar days |
| Medium | 10 business days | 10 calendar days |
| Low | Next Software update | Next Software update |
| No Action | N/A | N/A |

Ticket Escalation

Should either Symas or Customer feel the other is not being responsive to tickets, they can escalate their concerns. The escalation information should be clear which ticket is causing the concern. Any extenuating business conditions should also be included in such a request.

Symas provides for three levels of escalation. We would appreciate three individuals be specified by Customer in the Escalation Table up in the main body of this PSA. Escalation contacts may be changed; such changes should be communicated by email to support@symas.com