



Instructions for the Original Equipment Manufacturer / Independent Software Vendor Support Agreement

Instructions

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 OEM/ISV's lead technical contact.
- On page 3, fill in the Escalation Table.
- Symas accepts electronic signature.

Original Equipment Manufacturer / Independent Software Vendor Support Agreement (OSA) between Symas Corporation (Symas) and [REDACTED] (OEM/ISV)

This OSA is effective as of [REDACTED] (Effective Date). Schedules A, B, and C are part of this Agreement. Under this OSA, Symas:

- Provides technical support to OEM/ISV for problems OEM/ISV cannot address with Supported Products, and
- Provides remedies for defects found in Supported Products.

OEM/ISV:

- Includes Supported Products in its hardware or software products,
- Distributes its own products with copies of Supported Products embedded or integrated,
- Provides technical support to entitled customers:
 - Verifying their entitlement and identity (Level 1) and
 - Answering technical usage questions about Supported Products (Level 2).

OEM/ISV needs well-trained team members to carry out Levels 1 and 2 technical support. We recommend training by Symas.

This OSA may be renewed each year unless cancelled. Please see *Payment and Termination* in Schedule A for details.

Supported Products and Platforms

SKU	Product and SLA Description	Platform quantity
SLS-OE-BH	Symas OpenLDAP Gold OEM/ISV 9x5 Business Hours Support for [OS with hardware]	
SLS-OE-CI	Symas OpenLDAP Gold OEM/ISV 24x7x365 Critical Issue Support for [OS with hardware]	
	For 1 (one) year from Agreement Effective Date	

See accompanying Quote # ____ for pricing.

Site Contact Information

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

Escalation Table

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

Signatures

SYMAS CORPORATION

OEM/ISV

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Schedule A - Terms of Support

The following terms and conditions apply to this OSA.

Definitions

- **Customer:** OEM/ISV's customer.
- **Documentation:** Printed or electronic materials about the Supported Products, provided by Symas.
- **End User:** OEM/ISV's staff associated with including Supported Products in its hardware or software products.
- **Level One Technical Support:** Collecting Customer information and documenting the nature of the request.
- **Level Two Technical Support:** Assisting Customer with tuning, configuration, and basic usage; and answering Customer's basic technical questions.
- **Level Three Technical Support:** Answering OEM/ISV's complex technical questions, diagnosing OEM/ISV's complex technical issues, and providing OEM/ISV with permanent fixes in the next update of Supported Products.
- **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 an End User uses to create OEM/ISV hardware or software products with Supported Products (Non-Production Use). A computer used for this task is not in use for production purposes (Non-Production Computer).
- **Platform:** A combination of specific supported types of computer hardware and specific supported releases of operating system distributions, for example Red Hat Enterprise Linux 7 on Intel 64-bit (ia64). For each Supported Platform Symas builds unique packages and makes them available in the Symas download repository.
- **Quote:** A statement of fees including those for Supported Products listed in this Agreement. Prior to establishing Support, a Quote is issued for OEM/ISV budgeting and approvals.
- **Term:** The time from the Effective Date until terminated by OEM/ISV or Symas.

Support and Software

Support. During the Term, OEM/ISV provides Customer(s) with Levels One and Two Technical Support. During the Term Symas provides Level Three Technical Support to OEM/ISV. **Schedule C** describes Symas's support processes and obligations.

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.

Copying. Applicable Open Source Software Licenses govern copying of Supported Products. Please see *Governing Licenses* in Schedule B for details.

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

Software Upgrades. Several times a year Symas provides updated packages for Supported Products. The updated packages often address serious Supported Product problems OEM/ISV and its Customers may

have experienced, including CVEs. The only way Symas supports delivery of remedies (fixes) is in the next updated package.

Symas notifies OEM/ISV when an updated package is available. Symas makes updates available online at no extra cost to OEM/ISV during the Term of this OSA. Distribution of the packages to Customers promptly is OEM/ISV's responsibility. OEM/ISV provides ways for Customers to put new packages into service ideally as soon as possible.

While the OEM/ISV and its customers may choose when to update Supported Products, delay can be a problem. Symas only supports Supported Products.

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

Markings. OEM/ISV may use Symas's trademarks, service marks, trade names, and other logos in advertising and product documentation. OEM/ISV agrees to reproduce those proprietary markings as they appear in the original copy of the Supported Products and Documentation.

Ownership. All rights, title, and interest in the Supported Products, the Documentation, and the names or marks "Symas", "Symas OpenLDAP", 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.

Exclusions. Support **does not** include:

- Visits to OEM/ISV's or Customer's site,
- Electrical, mechanical or other work with hardware, accessories or other devices associated with the use of 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 Supported Products.
- (ii.) modifications to Supported Products:
 - not made or directed by Symas,
 - made without written authorization from Symas or,
 - made without following Symas's instructions.
- (iii.) use of Supported Products with equipment, software, services or other items not provided by Symas other than the hardware and system software for which Supported Products are designed.

Skills. OEM/ISV agrees to provide Levels 1 and 2 Technical Support to its Customers. OEM/ISV's support organization will put in place and maintain a qualified support team. Qualified means the team has an adequate degree of expertise in OpenLDAP and in the way OpenLDAP is used in OEM/ISV's hardware or software products. If OEM/ISV's support team struggles to perform Levels 1 and 2 Technical Support, Symas will notify OEM/ISV. After that notification, OEM/ISV has sixty (60) days to address the skills deficiency. Symas recommends training provided by our training staff. Symas training and instruction are available under separate statements of work. OEM/ISV may choose to take training provided by other companies.

Distribution. OEM/ISV may distribute in its hardware or software products as many copies of Supported Products as it wishes.

Relationship. Symas has no contractual relationship with OEM/ISV's Customers. Symas supports OEM/ISV's support team. Symas does not communicate with OEM/ISV's Customers, unless requested by OEM/ISV to do so.

Payment and Termination

Fees. OEM/ISV pays the Fees annually. They are due within thirty (30) days of OEM/ISV's receipt of invoice.

Fees are listed in the table of Supported Products and Platforms above. If the listed number of Platforms changes, the table will be amended and signed by both parties. Symas will include the amended table with the renewal invoice.

Fees are payable in U.S. Dollars unless the table of Supported Products and Platforms shows a different currency. 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). Renewals have the same fees as the prior year unless there is an amendment to the table of Supported Products and Platforms. Ninety (90) days before renewal Symas notifies OEM/ISV of the pending renewal. This notification requests the number of Supported Products and Platforms for renewal. Symas will provide OEM/ISV with a renewal invoice at least sixty (60) days before the Renewal Date. Symas or the OEM/ISV can terminate the Agreement before the Renewal Date.

Refunds. OEM/ISV can request a pro-rated refund for unused Support on early termination of this Agreement.

Termination. Either party can terminate this agreement. 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 OEM/ISV 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.

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> .

SAMPLE

Schedule C – OEM/ISV Gold Service Level Agreement

Support Desk

OEM/ISV's support team can request Support, at any time. Team members request support via email or the Symas on-line ticketing system. Symas enrolls OEM/ISV's staff in the ticketing system. Symas provides access information when this Agreement becomes effective. New tickets generate confirmation email to Symas and OEM/ISV. Updates to tickets also generate email.

Tickets should contain the following information:

- The Severity Level – High, Medium, Low Severity, or No Action,
- The Product release or version and OS release or version,
- A description of the commands and procedures that reveal the problem 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.

OEM/ISV specifies the level of support it wants in the table of Supported Products and Platforms. Symas provides two levels of support: Business Hours or High Severity 24x7x365.

Business hours support: OEM/ISV 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 OEM/ISV staff may report High Severity Production problems. After reporting a High Severity problem electronically, OEM/ISV'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.

For High Severity support only, Symas's support telephone numbers for 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 receive business hours support via ticketing system email during Symas normal U.S. business hours, excluding national U.S. holidays.

Ticket Processing

Symas's technical support depends on reasonable assistance from OEM/ISV in diagnosing the problem. It is particularly important that OEM/ISV provides 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 information that clarifies the ticket or the circumstances of its discovery.

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:
 - verifying the existence of the problem,
 - considering the question, and
 - evaluating the Severity Level.
- Diagnoses the problem.
- Interacts with OEM/ISV's team to get more information as needed.
- Addresses the problem by:
 - Providing answers to questions,
 - Providing solutions to problems not related to the code in the Supported Product(s),
 - Developing fixes, if needed, and/or
 - Explaining other resolutions.
- Reports status and progress to OEM/ISV.

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 [here](#). It is OEM/ISV'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

Symas uses four Severity Levels: High, Medium, Low, and No Action.

High Severity. Ticket reports problems having severe impact on OEM/ISV's Customer's business operations.

Medium Severity. Ticket reports problems that are either:

- Circumvented by OEM/ISV's support staff or
- Cause no significant impact on Customer's use of OEM/ISV's hardware or software product(s).

Low Severity. Ticket reports minor problems or questions. Almost any problem on a Non-Production Computer that is not severe is Low Severity.

No Action. Ticket is often a signal to the Symas support team about upcoming events that may trigger tickets. Other times it is a minor recommendation for Documentation or other minor matters. No Action tickets are merely advisory.

Response Times and Remedy Times

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

First Response: When OEM/ISV 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

Either of us can escalate a ticket to draw attention to a perceived lack of attention. One of us escalates a specific ticket. Escalation notices should explain the nature of the dissatisfaction.

The escalation process provides three levels of escalation. OEM/ISV enters their escalation contacts in the Escalation Table in the main body of the Agreement. Please send OEM/ISV escalation contact changes to support@symas.com.