Instructions for the Symas OpenLDAP Evaluation Support Agreement

Instructions

Please complete this Evaluation Support Agreement:

- On page 2, confirm your business name in the title and fill in the date you want the evaluation to start (Effective Date).
- On page 3, fill out the Site Contact Information. This is usually your lead technical contact.
- Symas accepts electronic signature.

Symas OpenLDAP Evaluation Support Agreement (ESA) between Symas Corporation (Symas) and _____ (Evaluator)

This ESA is effective as of mm/dd/yy (Effective Date). Schedules A, B, and C are part of this Agreement. Under this ESA, Symas:

- Provides technical support to Evaluator, and
- Provides remedies for defects found in Supported Products.

This ESA is good for 60 days (Term). There is no fee for an evaluation.

Supported Products

SKU	Description (including Platform, if applicable)	Quantity, if applicable
SLS-IS-EV	Symas OpenLDAP Evaluation Support	
	For sixty (60) days from Effective Date	

Site Contact Information

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

Signatures

Symas	**Evaluator**
Signed: _____	Signed: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Schedule A - Terms of Support

The following terms and conditions apply to this ESA.

Definitions

- **Customer:** OEM/ISV's customer.
- **Documentation:** Printed or electronic materials about the Supported Products, provided by Symas.
- **End User**: Evaluator's staff, temporary or permanent, and contractors who can access Supported Products on Non-Production Computers.
- **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 to access a development, test, quality assurance or staging environment (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.

Support and Software

Support. During the Term Symas provides Evaluator with "Best Effort" technical support for the Supported Products on Non-Production Computers. Support includes issues with the Supported Products discovered on End User computers. **Schedule C** describes Symas's support processes and obligations.

Training and professional services for complex migrations 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. Evaluator 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 Evaluator may have experienced, including CVEs. The only way Symas supports delivery of remedies (fixes) is in the next updated package.

Symas notifies Evaluator when an updated package is available. Symas makes updates available online at no cost to Evaluator during the Term of this ESA.

Symas only accepts tickets for problems in the most recent Supported Product package.

Markings. Evaluator may use Symas's trademarks, service marks, trade names, and other logos in advertising and product documentation. Evaluator 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 Evaluator's or Customer's site;
- Electrical, mechanical or other work with hardware, accessories or other devices associated with the use of Supported Products;
- Assistance with a complex migration from an older, proprietary LDAP package (for example ODSEE, OpenDJ, OUD, etc.) involving access control conversion and non-compliant data correction;
- 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.

Distribution. OEM/ISV Evaluators may distribute in its hardware or software products a limited number of copies of Supported Products during the evaluation.

Payment and Termination

Fees. There is no fee for a sixty-day evaluation of Supported Products.

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 Evaluator 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 for the full text of these licenses: https://www.symas.com/symas-open-source-licenses .

Schedule C – "Best Effort" Evaluation Service Level Agreement

Support Desk

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

Tickets should contain the following information:

- The Severity Level – High, Medium, Low Severity, or No Action,
- The Product version or release and OS version or release,
- 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.

Sometimes the volume of tickets may require Symas to prioritize an evaluation ticket lower than tickets from support subscription customers. In that sense, an Evaluator receives "Best Effort" service.

Ticket Processing

Technical support is a partnership. Without timely help, Symas cannot address most problems. Failure to provide requested diagnostic information makes support difficult.

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 Evaluator'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, and
- Reports status and progress to Evaluator.

Most ticket remedies are advice about processes, procedures, or configuration settings. Others clarify or correct Documentation. Temporary remedies generally work around problems. Final remedies fix them. Most of the time the temporary remedy is the final remedy. When a final remedy involves a fix for a defect, the fix will be available in the next Supported Product update. See Schedule A *Software Upgrades* for more about updates.

Classification of Tickets

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

High Severity. Ticket reports problems having severe impact on Evaluator's evaluation/proof-of-concept timeline.

Medium Severity. Ticket reports problems that are either:

- Circumvented by Evaluator's support staff or
- Cause no significant impact on Customer's use of Evaluator'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

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

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