

AGREEMENT ON TECHNICAL SUPPORT OF THE “OpenSCADA” SOFTWARE

Version 1.0

If you do not agree to these terms and conditions contained herein, you may not utilize the services provided under this Agreement.

1. Definitions

“**Contractor**” – OpenSCADA software developers team, providing the actions on **Technical Support**.

“**Customer**” – private or legal person that is provided with **Technical Support** on the basis of this agreement.

“**Designated user of the Customer**” – representative of the **Customer** in the interaction with the **Contractor** appointed by the **Customer**.

“**Party or Parties**” – **Customer** and/or **Contractor**.

“**Period of support**” – the term of **Technical Support**, indicated in the the chosen TS packet.

“**Problem**” – shall mean a single, discrete technical problem or error which cannot reasonably be subdivided into multiple technical **Problems**.

“**Product**” – OpenSCADA software, for which the **Technical Support** is provided.

“**Request**” – notification of the **Contractor** by the **Subscriber** of the problem when using the **Product**.

“**Response Time**” – the period of time from when **Customer** notifies **Contractor** about a **Problem** until **Contractor** provides **Customer** with a response that addresses (but not necessarily resolves) the technical questions presented in the reported **Problem**.

“**Technical Support (TS)**” – developer assistance that is provided by **Contractor** to assist eligible **Designated user of the Customer** in **Product** installation, usage, functionality **Problem(s)** resolution for and **Problem(s)** workarounds.

2. Subject of Agreement

2.1. **Contractor** will provide **Designated user of the Customer** with support for the **Product** versions, for which **Customer** has purchased support, from **Contractor**.

2.2. **Contractor** shall invest a commercially reasonable time and effort in the resolution of a reported **Problem** and will provide the **Designated user of the Customer** with a response addressing the **Problem**.

2.3. Fixes are included in the next released version of the **Product**. The date of the release update is defined in the process of the diagnosing the **Problem** and in

accordance with the established release schedule for the **Product**, as well as in accordance with the **TS** package. In cases when the time of receipt the resolution of the **Problem** is very critical and there is no possibility to wait for the latest **Product** updates, the **Contractor** will provide the **Designated user of the Customer** with temporary workaround. In the cases of maintenance's necessity and release of patches for specific versions of the **Product** it can be specified in the individual configuration of the **TS**.

2.4. **Contractor** provides **Customer** with the related consultations on the **Product's** functionality, informs **Customer** about new versions and expansion of the **Product's** functionality in new versions.

3. General Provisions

3.1. **Contractor** may include **Customer's** company name and logo in a publicly available list of **Contractor's** customers and in its public communications.

3.2. Customer's and Contractor's obligations:

- a) each **Party** shall maintain the Confidential Information of other **Party** in strict confidence;
- b) each **Party** shall not disclose the Confidential Information to a third party without the Disclosing **Party's** prior written approval;
- c) each **Party** shall not, directly or indirectly, use the Confidential Information for any purpose other than for exercising its rights and fulfilling its responsibilities pursuant to this Agreement;
- d) the obligations of the Customer and Contractor under the Confidential Information shall continue during the **Period of support** and for a period of five (5) years after expiration or termination of this Agreement

3.3. **Contractor** have the right to change the provisions of this Agreement. In this case **Contractor** shall comply with the provisions of this Agreement that existed at the date of payment by the **Customer** the **Technical Support** services in order to prevent deterioration of **Customer** service.

3.4. **Contractor** shall publicly announce the changes made in this Agreement.

3.5. **Contractor** makes no warranties that the support provided will be successful in resolving any **Problems** reported by **Customer**.

3.6. **Contractor** shall not, under any circumstances, be liable for any **Customer's** damages, loss of profits, interruption of business, loss or corruption of data.

3.7. **Customer** shall not be entitled to assign or transfer all or any of its rights, benefits and obligations under this Agreement without the prior consent of **Contractor**.

3.8. When processing **Request**, sent by the e-mail or in other way, foreseen in the **TS** package, the **Contractor** shall not be liable for the availability of postal and

information services of third parties. If **Customer** has not received the response, **Customer** should re-send the **Request** to the e-mail or contact the **Contractor** in another way.

3.9. In describing the problem **Customer** should use the terminology adopted in the **Product**.

4. Procedure for applying to Technical Support.

4.1. The basis for providing the **Technical Support** is the **Customer's Request**. **Request** must be sent to email address service@oscada.org or to the section of forum for **Technical Support**.

4.2. Before applying the **Technical Support** it is necessary to study the available information on this **Problem** in the documentation, manuals, FAQ and use the search on the forum. If the **Problem** is analogous to the situation described in the documentation or in the appropriate forum discussions, but requires further explanation, **Customer** should provide a link to the original document or discussion.

4.3. The **Request** must contain the accurately and correctly formulated **Problem** to be solved. The **Request** must contain the following information:

- a) a clear, detailed description of the **Problem** and adequate information to help the **Contractor** to reproduce the **Problem**;
- b) identification of which operating environment on which the **Problem** exists, including the operating system (distribution), hardware platform, build tools, etc.;
- c) the periodicity of the **Problem**;
- d) **Customer's** version of the **Product**;
- e) criticality of the **Problem**;
- f) additional relevant content, such as screen-shots, etc. Additional content should be included as e-mail or **TS** forum attachments. The preferred image formats are JPEG and PNG. Compressed content should be included in zip or tar.gz archives. Executable content and documents in platform specific formats such as Microsoft Office® are not accepted.
- g) contact details, indicating the phone, e-mail address of the **Designated user of the Customer**.

4.4. The **Designated user of the Customer** shall promptly respond to requests from **Contractor** for additional information.

5. The order of the Requests processing.

5.1. **Requests** are accepted from 8 a.m. till 5 p.m. Kiev time every day (except weekends and holidays). Responses to **Requests** are sent to the **Customer** using e-mail or **TS** forum from 8 a.m. to 5 p.m. Kiev time (except weekends and holidays).

5.2. Upon receipt of **Request Customer**, in its turn, receives a notification of the

beginning of its (**Request**) processing.

5.3. **Requests** are processed in the order they are received. The maximum reaction term to the **Request** is determined by the **TS** package (Annex 1). **Requests** with a high level of criticality can be processed out of turn.

5.4. **Requests**, received by other channels (in particular, Jabber, ICQ) are not the official ones. Such channels are considered only as a means of personal and extra communication.

5.5. Resolution of the **Problem** can be postponed or even impossible for the following reasons:

- a) it is impossible to reproduce the **Problem** or there is no access to the configuration of the **Customer**;
- b) **Customer** does not provide enough information to solve the **Problem**;
- c) the **Problem** requires a detailed diagnosis, refinement of the functional and/or release of **Product** updates;
- d) the **Problem** presented incorrectly or discussion of the **Problem** is not constructive, respectively, the resolution is delayed because of delays in providing information upon **Request**.

6. Payment.

6.1. Payment must be made before **Contractor** shall provide the **Customer** with **Technical Support**.

6.2. After receiving the payment the registration of the **Customer** on the **TS** forum is made and reception of the **Requests** is started by e-mail.

7. Support Limitations

7.1. **Technical Support** is not provided for snapshots, preview releases, beta releases or release candidates.

7.2. **Contractor** shall have no obligation to provide **Technical Support** for hardware problems or **Product** which have been subject to improper use, accident, neglect or modification.

7.3. **Contractor** shall only provide **Technical Support** for **Problem(s)** that can be reproduced on **Product's** versions that are officially supported as listed in the online **Product** documentation for the relevant **Product** version.

8. Termination

8.1. Either **Party** may terminate the Agreement at any time immediately upon written notice to other **Party** if other **Party** breaches this Agreement.

8.2. Either **Party** shall have the right to terminate this Agreement immediately upon written notice in the event that the other **Party** becomes insolvent, files for any form of bankruptcy, ceases to conduct business, or an act equivalent to any of the above occurs under the laws of the jurisdiction of the other **Party**.

8.3. **Contractor** is obliged to return the cost of paid services on the **TS** minus the cost of services actually provided. The cost of already provided **TS** services is calculated by dividing the value of paid **TS** services to twelve (12) and multiplying this value by the number of calendar months that have elapsed since **Customer's** payment before the date of notification of termination, inclusive.

9. Force Majeure

9.1. **Parties** are not responsible for the partial or full default of obligations under the Agreement, if it was caused by force majeure circumstances, namely: fire, flood, earthquake, sabotage, military action or changes in legislation, if these circumstances directly affect the performance of obligations under the Agreement. The obligations are extended according to the time during which such circumstances took place.

9.2. If these circumstances continue for more than 3 months, each **Party** shall have the right to unilaterally terminate the Agreement, in which case neither **Party** shall have the right to compensation for damages, except for obligation of the **Contractor** within ten (10) days to return the cost of not provided owing to by Force Majeure **TS** services, but paid by the **Customer** at the time of the mentioned circumstances.

Annex 1

Technical Support packages

Support Package	Properties	Cost, USD
Basic	<ul style="list-style-type: none"> • Period of support: 1 year. • Response Time: 2 business days. • Response channel: through the support section of the forum and e-mail. • List of services: <ul style="list-style-type: none"> ◦ installation, projects' creating and deployment problem-solving; ◦ attendant to the problem-solving consultations on the properties, capabilities, configuration and deployment; ◦ prompt correction of detected errors. 	200
Extended	<ul style="list-style-type: none"> • Period of support: 1 year. • Response Time: 2 business days. • Response channel: through the support section of the forum email., Jabber and phone. • List of services: <ul style="list-style-type: none"> ◦ installation, projects' creating and deployment problem-solving; ◦ attendant to the problem-solving consultations on the properties, capabilities, configuration and deployment; ◦ prompt correction of detected errors. 	400
Complete	<ul style="list-style-type: none"> • Period of support: 1 year. • Response Time: 12 hours, and no more than 10 requests per month. • Response channel: through the support section of the forum email., Jabber and phone. • List of services: <ul style="list-style-type: none"> ◦ installation, projects' creating and deployment problem-solving; ◦ attendant to the problem-solving consultations on the properties, capabilities, configuration and deployment; ◦ prompt correction of detected errors and exceptional build corrected packages of stable releases for a specific Linux distribution; ◦ problem-solving on the customer's equipment by remote administration; ◦ specialized build of stable releases for a one selected distribution; ◦ implementation of the extensions and additions with the labour-intensiveness up to 1 man-day, no more than 10 extensions. 	1000