

iRODS Consortium Customer Support Plan

This Agreement is made between the University of North Carolina at Chapel Hill, on behalf of the iRODS Consortium at the Renaissance Computing Institute (hereinafter called "Consortium"), and *< insert organization name and address >* (hereinafter called "Customer"). The Consortium shall provide the Customer with support services for the iRODS data middleware technology, (hereinafter called "Software").

Overview

This document represents a Support Agreement between the iRODS Consortium and Customer for the provisioning of services that support and sustain the iRODS Data Management System. This Agreement shall remain valid unless and until superseded by a revised agreement mutually endorsed by the parties. Customer herein agrees to become a Support Customer, as defined below.

Support Customers

Customers who are not Consortium Members can purchase an Annual *Customer Support Plan* at one of the levels outlined below. Additional support can be purchased at the Standard Hourly Rate of \$200/hr. Support Customers, at their option, can choose to exercise any or all of the privileges of a Consortium membership, at the corresponding membership levels, for a period of one year.

Support Plan Levels

Customer Support Plan levels are:

<i>Level</i>	<i>Annual Fee</i>	<i>Included Annual Support Hours</i>
General Support	\$10,000	10
Professional Support	\$35,000	40
Sustaining Support	\$75,000	80
Premier Support	\$150,000	300

Support hours can be used for helpdesk support, training, and consulting services that may include: system orientation, installation, data grid administration, assistance with configuring iRODS for particular use cases, and help defining rules, microservices, and storage resource composition. Consortium staff will prioritize all requests, with consideration given to requestors' membership level.

Support Parameters and Availability

Coverage parameters specific to the support covered in this Agreement are as follows:

Supported Software: The Consortium will provide Support for the current and the immediately preceding release of the Software. Customer agrees that if Customer does not install software updates within six (6) months after the Consortium provides the update to the Customer, the Consortium may be unable to provide Support for such Software.

Supported hardware configurations: The Consortium will maintain a list of approved hardware configurations. If Customer's hardware configuration is substantially different from the listed configurations, the Consortium may be unable to provide software support.

Principle Period of Maintenance: or "PPM" shall be limited to the hours between 9:00 am and 5:00 pm (Eastern Time) on Business Days, during which time the Consortium will provide Support to Customer under this Agreement.

Telephone support: The customer may call (919) 445-9644 for support during the PPM. Calls/messages unable to be addressed immediately will be returned the next business day.

Email Support: The Customer may email support@irods.org for support. Emails received outside of office hours will be collected, and will normally be processed on the next business day. Customers should provide the following information in their emails:

- Organization name and contact person;
- Problem description;
- Severity, characterizing the impact of the issue on critical iRODS-related services;
- Other pertinent information (error messages, log messages, etc.).

Support issues found to require modifications to the iRODS source code will be assigned an issue number, which the Customer can use to follow progress on the issue through the Consortium's code repository website (e.g., GitHub). Other issues will be addressed through emails between Consortium and Customer personnel.

iRODS Consortium Obligations

Consortium responsibilities include:

1. Providing support to the Customer for Software covered under this Agreement, at a prioritization consistent with the level of the Support Contract.
2. Timely response, according to the terms outlined in this document, to requests submitted via the Consortium's support email address (support@irods.org) and support telephone number(s) (919-445-9644).
3. Working with Customer to diagnose and identify issues when the covered Software does not perform in accordance with the Software's written specifications.
4. Providing technical assistance with Customer's use of covered Software and related documentation.
5. Providing Customer with access to updates for software covered under this agreement, on general release of such updates to the Consortium's customers.
6. Responding in a timely manner to service-related incidents as outlined in terms of the Support Agreement herein.

Customer Obligations

Customer responsibilities include:

1. Payment within thirty (30) days of invoice submission by the Consortium for fees incurred for services described in this agreement.
2. Reasonable availability of Customer representative(s) to assist Consortium personnel with resolving a service request.
3. Promptly notifying the Consortium of any problems with the Software, and cooperating with the Consortium in meeting its obligations hereunder. Such cooperation may include the performance of reasonable Software testing under guidance of Consortium personnel and providing Consortium personnel access to relevant information regarding the problems.
4. Limiting use of support to circumstances in which the Software fails to function as specified, or when Customer believes that documentation is unclear as to the proper use or configuration of the Software.

Support Exclusions

Support shall not include, and the Consortium shall not be obligated under this Agreement to support, versions of the Software other than the current and immediately prior release.

On Site Support and Travel Expenses

If required, on-site support, consulting, and training are available at the Standard Hourly Rate plus all expenses, including travel expenses. Travel time to and from the Customer's site will also be billed at the Standard Hourly Rate.

NO CONSORTIUM LIABILITY

CONSORTIUM SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY USER FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER IN CONTRACT OR TORT, ARISING FROM OR IN CONNECTION WITH ITS PROVIDING SUPPORT UNDER THIS AGREEMENT, WHETHER OR NOT CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS.

Scope of Work

<Insert Scope of Work specific to customer>

Authorized Representative of the Customer

Name:

Address:

Phone:

Email:

Signature:

Date:

Authorized Representative of the Consortium

Name:

Address:

Phone:

Email:

Signature:

Date: