1 PRODUCT AND RELEASE DEFINITIONS

1.1 Solace Product Types

“SolOS”: The package of operating system, firmware, associated environment and executables which runs on a Solace messaging appliance.

“Software”: Any separately distributable and supported Solace software product. Software includes but is not limited to the Solace Virtual Messaging Router (VMR), SolCache, SolAdmin, SolGeneos Agent, and the Solace Messaging Application Programming Interfaces (APIs).

“Hardware”: The physical Solace messaging appliance and its components. Other devices, such as external computers running Software are not included.

1.2 Releases

Solace product version numbers have the form A.B.C.D. For example, 7.1.0.1639 is a product version number.

“Major Release”: A Software and/or SolOS release that provides additional functionality and maintenance fixes. The first and second components of the version number (A.B) signify the Major Release level.

“Maintenance Release”: An incremental release that primarily adds maintenance fixes and may add additional functionality. A Maintenance Release increments the third component (C) of the product version.

“Hotfix Release”: A minimal Software or SolOS update to one or more Solace products released to address one or more critical customer issues. The fourth component (D) of the product version number is changed with a Hotfix Release.

2 MAINTENANCE SERVICES

2.1 Term of Service

The First term for all Support Services described in this Section 2, other than Basic Warranty Support, will be twelve (12) months from the date of shipping of the equipment, where End-User elects to contract for the Support Service prior to delivery. Basic Warranty Support will be for ninety (90) days from shipping only. Upon expiration of the First Term and each Subsequent Term, this Support Service may be renewed by End-User for additional one year periods (the “Subsequent Terms”), up until product is declared Final Support Renewal and one additional year of support services may be
purchased (refer to Solace Lifecycle Policy document for more details). The End-User will provide a purchase order for this Support Service prior to the expiration of the First Term or any Subsequent Term.

When subsequent products are purchased, arrangements can be made with Solace for a First Term other than 12 months to allow purchased Support Services to co-expire on the same date as previously purchased products.

In the event the support agreement lapses by more than twelve (12) months, the Buyer shall pay all back support, and current year’s support. Alternately, if the support agreement lapses by less than twelve (12) months, the Buyer shall pay the current year’s fee to receive support.

2.2 **Product Support Plans**

Product support plans cover the purchased appliance Hardware as well as Software and all elements of SolOS.
<table>
<thead>
<tr>
<th><strong>Table 1 Support Plan Summary</strong></th>
<th><strong>Premium Support Plan</strong></th>
<th><strong>Standard Support Plan</strong></th>
<th><strong>Basic Warranty Support</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>In-Region Hardware Sparring &amp; On-Site Field Repair Service</strong></td>
<td>Yearly subscription, renewable annually</td>
<td>Yearly subscription, renewable annually</td>
<td>Ninety (90) days following product shipment</td>
</tr>
<tr>
<td><strong>On-Site Field Repair Service Only</strong></td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td><strong>Term</strong></td>
<td>Yearly subscription, renewable annually</td>
<td>Yearly subscription, renewable annually</td>
<td>Ninety (90) days following product shipment</td>
</tr>
<tr>
<td><strong>Access to Maintenance and Hotfix Releases</strong></td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td><strong>Access to Major Releases</strong></td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td><strong>All shipments from Solace are insured</strong></td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td><strong>Email Support</strong></td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td><strong>Telephone Support</strong></td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td><strong>24x7x365 support for Severity 1 and 2 issues</strong></td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td><strong>On-Site Field Repair Service</strong></td>
<td>Yes. On Site Response Time is dependent on geographical location of Hardware.</td>
<td>Yes. On Site Response Time is dependent upon delivery of Hardware spares.</td>
<td>No</td>
</tr>
<tr>
<td><strong>Location of Hardware Spares</strong></td>
<td>Spares maintained at stocking locations in same region as the Hardware</td>
<td>Spares maintained at Solace in Ottawa, Canada</td>
<td>Spares maintained at Solace in Ottawa, Canada</td>
</tr>
<tr>
<td><strong>Delivery of Hardware Spares</strong></td>
<td>Delivered by On-Site Field Repair technician or local courier. Delivery is coincident with service visit.</td>
<td>Replacement hardware shipped from Ottawa next business day. Delivery times dependent on customer location, courier and customs.</td>
<td>Replacement hardware shipped from Ottawa next business day. Delivery times dependent on customer location, courier and customs.</td>
</tr>
<tr>
<td><strong>Physical replacement of failed Hardware (both field-replaceable units and entire chassis)</strong></td>
<td>Performed by Solace-supplied technician</td>
<td>Performed by Solace-supplied technician</td>
<td>Responsibility of End-User</td>
</tr>
<tr>
<td><strong>Return Material Shipping Responsibility</strong></td>
<td>Material handling and return shipping done by Solace technician.</td>
<td>End-User coordinates return shipping.</td>
<td>End-User coordinates return shipping.</td>
</tr>
</tbody>
</table>

### 2.3 Support Response and Neutralization Times

**Definitions**

*“Initial Response Time”: The time between initial contact by End-User to Solace Support and return contact from a Solace Support Engineer acknowledging receipt of the problem. NOTE: for severity 1 or 2 issues contact must be by telephone in order to measure Initial Response Time.*
“On-Site Response Time”: The amount of time from the point when Solace customer support deems a technician visit is necessary until the technician arrives on site. On-Site Response Time applies only to the On-Site Field Repair Service.

“Remote Neutralization Time”: The amount of time between initial response and proposed workaround provided by Solace or determination that the problem is not with a Solace product.

“Severity 1”: Critical error in a production system. Service is down or business operation critically impacted. No known workaround.

“Severity 2”: System defect with workaround. Either a critical error for which a work around exists or a non-critical error that significantly affects the functionality of SolOS, Hardware and/or Software.

“Severity 3”: Isolated or benign error. This is an error which does not significantly affect the functionality of SolOS, Hardware and/or Software, disables only certain non-essential functions and does not materially impact system performance.

“Severity 4”: Information request, documentation issue or assistance with product functionality, installation or configuration. No impact to business operations.

“Enhancement”: Product enhancement request that is not binding on Solace.

“Business Day”: Monday through Friday, excluding Solace-observed holidays in Canada and Singapore.

“Normal Business Hours”: 9:00 AM to 5:00 PM on Business Days.

Solace shall use commercially reasonable efforts to respond within the timeframes mentioned in the table below and provide End-User with a workaround solution or determination that the problem is not with a Solace Product.
Table 2 Response and Remote Neutralization Times

<table>
<thead>
<tr>
<th>Initial Issue Severity</th>
<th>Response Time</th>
<th>Remote Neutralization Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Severity 1</td>
<td>Fifteen (15) minutes from initial contact by End-User to Solace <strong>via telephone</strong> 24x7x365</td>
<td>Four (4) hours from initial contact by End-User to Solace <strong>via telephone</strong></td>
</tr>
<tr>
<td>Severity 2</td>
<td>One (1) hour from initial contact by End-User to Solace <strong>via telephone</strong> during Normal Business Hours otherwise next Business Day</td>
<td>Thirty (30) Business Days from initial contact by End-User to Solace</td>
</tr>
<tr>
<td>Severity 3</td>
<td>Next Business Day from initial contact by End-User to Solace via telephone or email during Normal Business Hours</td>
<td>N/A</td>
</tr>
<tr>
<td>Severity 4</td>
<td>Next Business Day from initial contact by End-User to Solace via telephone or email during Normal Business Hours</td>
<td>N/A</td>
</tr>
<tr>
<td>Enhancement</td>
<td>Five (5) Business Days from initial contact by End-User to Solace via telephone or email during Normal Business Hours</td>
<td>N/A</td>
</tr>
</tbody>
</table>

2.3.1 Remote Neutralization

Solace Support’s highest priority is restoring service. For a Severity 1 problem, emphasis is placed on re-activation of End-User production system and/or elimination of the critical impact to business operations by the fastest means available. Once neutralized in this way, the problem severity will be reclassified as appropriate to Severity 2, 3 or 4.

2.3.2 Remote Problem Neutralization Caveats

End-User will promptly provide remote access to the Solace Products affected. Use of a Web collaboration tool between Solace Support and End-User is an acceptable form of remote access. If remote access cannot be established, problem neutralization is on a best-effort basis.

The commitment to four (4) hour Neutralization of Severity 1 issues assumes Solace Hardware has been deployed in a redundant pair.

Remote Problem Neutralization Time applies to faults which can be handled remotely, and does not cover the turnaround time to swap or replace Hardware.

The appropriate resources must be made available from End-User to assist in the investigation and neutralization.

If a maintenance window is required, but not immediately available to resolve the fault then the counting of Remote Problem Neutralization Time is suspended until the activity can be performed.

2.4 Support Staff
The support organization is the first point of contact for End-User and is the external interface group coordinating all internal activities required to correctly address End-User problems. This includes: resolving the immediate problem, providing Software or SolOS fixes, arranging for replacement Hardware, updating End-User on the status of fixes and answering questions about the Product.

2.5 Issue Escalation

End-User may increase an issue’s Severity level by contacting Solace Support if the currently assigned Severity level is inappropriate. Escalations to Severity 1 or 2 must be accompanied by telephone contact in order to ensure a timely response.

If Solace’s response to any support issue is insufficient, End-User may escalate via telephone to the Vice President, Customer Support and Quality Assurance and subsequently to the Senior Vice President, Product Development and Operations.

2.6 Failed Hardware Replacement

In the event of a Hardware failure for a Product under support, a Return Material Authorization (“RMA”) must be given by Solace Support before the Hardware is replaced under a support plan or warranty.

Solace will supply the required replacement parts for failed Hardware with functionally equivalent same or better-specified Hardware. Hardware replacements initiated after the 90 day initial warranty period has expired may be fulfilled with refurbished parts.

2.7 End-User Responsibilities for Return Shipping

Under the Premium Support Plan with In-Region Sparing, the Solace technician handles all aspects of return shipping of failed hardware. Packaging failed hardware and coordinating return shipment is the responsibility of End-User under all other support plans and under Basic Warranty Support. Shipping costs for failed hardware returns are covered by Solace.

The defective Product must be shipped to Solace no more than twenty (20) business days after the replacement product is received by End-User. Should the defective Product not be shipped within this period, End-User will be billed the then-current list price of the replacement equipment.

If the Product is defective for reasons other than normal use, including damage in return shipping caused by insufficient packaging by End-User, End-User will be billed the then-current list price of the replacement equipment. If Product is defective due to damage in shipping from Solace any replacement will be provided free of charge.

2.8 Product Support Duration

2.8.1 Product Versions 7.2 and Greater

Major Releases of SolOS firmware and Software products version 7.2 and greater are supported for three (3) years from the date of their first General Availability (GA) release.
Major Releases of APIs version 7.2 and greater are supported for four (4) years from the date of their first General Availability (GA) release.

2.8.2 Product Versions 7.1 and Below
Software and SolOS releases version 7.1 and below are supported for at least two (2) years after they are replaced by a subsequent Major Release. For example, since version 7.1.0 was released March 2015, support for all product versions 7.0 and below expire in March 2017 regardless of the date of the last version 7.0 Maintenance or Hotfix Release.

2.8.3 Hardware Considerations
New features introduced as part of a SolOS Major Release may not be supported on all Hardware versions or may require the purchase of licenses.

Future SolOS Major Releases may not be supported on all Hardware versions as described by the Solace Product Lifecycle Policy.

2.9 On-site Field Repair Service

2.9.1 Description
The On-site Field Repair Service is a component of the Premium Support Plan. Under this service, Solace Support will dispatch a technician to replace failed Solace Hardware at specific End-User premises.

Solace will provide technicians who will be trained in all relevant aspects of computing hardware and datacenter procedures relevant to performing the field maintenance and repair.

A technician will be dispatched by Solace Support once the related support request has been investigated and a Hardware repair activity is deemed necessary. Solace Support will serve as the single point of contact for End-User. End-User may not contact a technician directly.

2.9.2 Locations Covered
All locations covered by this service must be identified in writing under the terms of any agreement in place between Solace and End-User in advance of the service being offered to that location. Solace may not be able to provide this service to all locations.

Solace Support must be informed in advance of moving Hardware to a new location to ensure Premium Support is made available when the equipment is deployed.

2.9.3 Limitations
This is a repair service for Solace Hardware only. It does not include installation of new Hardware. Troubleshooting of End-User physical infrastructure such as power feeds and Ethernet cabling is the responsibility of End-User.

2.9.4 On-Site Response Time Targets
On-Site Response Time targets will vary depending on the exact location of the deployed Hardware and the specific component being replaced. The target On-Site Response Time will be established on a
location by location basis at the commencement of the Premium Support Plan depending on the actual street address of the deployed hardware.

The target On-Site Response Time for a specific location may be 4 hours, 8 hours or Next Business Day. Next Business Day response is provided for redundant components such as disk drives and power supplies.

For sites under Next Business Day response, service visits can be scheduled for any time during the day, night or weekend provided the call is scheduled at least one (1) Business Day in advance. For example, a visit arising from a ticket raised on a Thursday could be scheduled for Friday or Saturday. If the ticket was raised on a Friday the on-site visit would not occur sooner than the following Monday.

3  PROCEDURE AND OTHERS

3.1  Raising Support Requests

3.1.1  24x7 Support Telephone Hotline
All service-affecting production issues must be phoned in to the Solace Support hotline in order to guarantee a timely response:

1-866-Solace1 (866-765-2231) in USA or Canada
+1-613-270-8404 (International)

All calls to the Solace Support hotline are initially handled by Solace’s call center. An engineer will call back the originator within 15 minutes of the first incoming call for Severity 1 production emergencies. Responses to Severity 2, 3, 4 or enhancement calls may be over email according to the guidelines described in section 2.3.

Every incoming call to the support hotline automatically generates a ticket in the Solace support ticketing system for proper issue tracking.

3.1.2  Email
Any email addressed to support@solace.com will automatically create a support ticket in the Solace support ticketing system. An auto-generated reply including the ticket ID will be immediately sent to the originator to confirm receipt and to remind the originator to call the 24/7 support hotline for urgent production issues.

All email correspondence relating to a ticket is logged in the support ticket and can be reviewed using the Customer Self-Service Portal.

3.1.3  Customer Self-Service Web Portal
Solace provides customers with a Self-Service Portal to raise, review and update support tickets. The portal is a secure web-based interface accessed through individual user accounts. Account creation is done by Solace support on request.

The Web Portal is located at https://rt.solace.com/rt
3.2 Solace Product Notifications

Solace sends out email notifications of new product versions or technical issue advisories. Solace requires End-User supply email addresses of people to receive these announcements. A group address such as solacenotifications@example.company.com is preferred over individual accounts as this allows End-User to control individual recipients. Addresses can be added to or removed from the notification list by sending an email request to support@solace.com.

3.3 Technical Support Contact Summary

Email (Severity 2, 3, 4 issues and enhancements):

support@solace.com

Telephone (Severity 1 and 2 production issues only):

1-866-Solace1 (866-765-2231) USA/Canada

+1-613-270-8404 International