

# SOLACE TECHNICAL PRODUCT SUPPORT TERMS AND CONDITIONS

With the purchase of any **Solace Support** plan (an "**Order**"), for the subscription term set forth in the Order (the "**Term**"), Solace will provide the support and maintenance services described below (the "**Support**") to customer. If customer does not have an agreement with Solace that contains terms that govern the delivery of professional services, then, in addition to these terms and conditions, Solace provides the Support to you pursuant to the terms and conditions set forth at https://solace.com/legal.

## 1. Support Description

During the Term, Solace shall provide the following Support for all Solace products.

Hours of Support	24/7/365
Initial Response Time	Severity 1: 30 min for Solace Standard Support or Solace Essential Support Severity 1: 15 min for Solace Advanced Support Severity 2: 2 hrs Severity 3: Next Business Day
Support Channel	Secure web login, Community forums, Phone, Email
Designated customer support contacts	Unlimited

# 2. Contact Options

For Severity 1 and Severity 2 emergencies, call one of the following numbers:

International: +1-613-270-8404 USA/Canada: 1-866-765-2231

Local support numbers can be found at https://solace.com/support

## **Ticketing System**

Customers log into the Solace support ticketing system at https://rt.solace.com/rt and raise a support ticket. Solace PubSub+ Cloud customers can also raise support requests through the PubSub+ Console.

## <u>Email</u>

Raise a support ticket by emailing support@solace.com for issues of Severity 3 and Enhancement requests.

## 3. Products

API: Solace messaging application programming interface.

**SolOS:** A software package of operating system, firmware and associated environment and executables that runs on the Solace PubSub+ Appliance.

**Solace PubSub+ Cloud**: Solace PubSub+ Software Event Broker, Solace PubSub+ Event Portal and other components offered on a variety of public clouds, in the customer's VPC or on-premises at the customer.

Solace PubSub+ Event Portal: Event management toolset to design, create, discover, catalog, share, visualize, secure and manage all the events in your enterprise.



Solace PubSub+ Event Broker: A family of event broker products that is comprised of Solace PubSub+ Appliance and Solace PubSub+ Software Event Broker.

Solace PubSub+ Software Event Broker: Software offerings of Solace PubSub+ Event Broker.

Solace PubSub+ Appliance: Purpose-built hardware offerings of Solace PubSub+ Event Broker. The appliance includes SolOS.

**Supporting Software Products**: Solace also distributes supporting software products, including but not limited to, PubSub+ Cache and Solace Geneos Agent.

#### 4. Definitions

Business Day: Monday to Friday, other than statutory holidays.

Business Hours: 9:00 AM to 5:00 PM.

Enhancement: A non-binding request to Solace for a product improvement.

Hardware: The Solace PubSub+ appliance and any of its components that are field replaceable.

#### Releases:

<u>Early Access Release</u>: Controlled availability software release intended for new feature introduction and integration. Support will be determined at Solace's discretion.

<u>Preview Release</u>: Generally available software release intended for new feature introduction and integration. Technical support for one year from release date. Any critical bugs or security issues discovered in a Preview Release will be addressed, at the earliest, in the next Production Release.

<u>Production Release</u>: Generally available software release intended for production use. Full Support (as defined below) for one year followed by two years of Technical Support (as defined below). Released up to three times per year.

<u>Production Release, Long Term Support</u>: Generally available software release intended for production use. Full Support for three years. Released once per year.

<u>Maintenance Release</u>: Generally available software release intended for production use. Provides security fixes and urgent product fixes for Production Releases. Each Maintenance Release is supported for the duration of the Production Release to which it pertains.

## Response Time:

<u>Initial Response Time</u>: The length of time between initial contact with Solace Support and response from a Solace Support engineer acknowledging receipt of the issue. For Severity 1 or Severity 2 issues, contact must be by telephone in order to measure Initial Response Time.

## Severity:

<u>Severity 1 Issue</u>: A critical error in a production system. Your service is down, or business operations are critically impacted. There is no known workaround.

<u>Severity 2 Issue</u>: A system defect that is either a critical error for which a workaround exists or a non-critical error that significantly affects functionality of a Solace product.

<u>Severity 3 Issue</u>: An isolated or benign error which does not significantly affect the functionality of a Solace product. It disables only certain non-essential functions and does not materially impact system performance.

## Support:

<u>Full Support</u>: Qualified security errata and urgent selected bug fixes will be released as they become available. Qualified security errata include Critical and High Common Vulnerability and Exposures (CVEs) and Critical and Important Red Hat Security Advisories (RHSAs). Customers may Upgrade (as defined below) any release that is in Full Support or Technical



Support to any newer release that is in Full Support or is a Preview Release. Customers may Upgrade to a Preview Release until such Preview Release is replaced by its Production Release. Customers have access to the Solace Support team.

<u>Technical Support</u>: No Maintenance Releases will be provided. Upgrades to newer releases are supported. Customers have access to the Solace Support team.

**Upgrade**: Is a migration from one release (e.g., Preview Release) to another later release (e.g., Production Release). Includes migration from a Production Release to a later Production Release and from a Production Release to a later Maintenance Release.

#### 5. Support for New Features:

New features introduced as part of a release may not be supported on all Solace PubSub+ Event Brokers and may require the purchase of additional software license(s) and may not be supported on all platforms.

#### 6. Issue Escalation:

If you think your issue's current severity level is inappropriate, you may increase it by contacting Solace Support. Escalations to Severity 1 or Severity 2 must be followed up with a telephone call to Solace Support to ensure a timely response.

## 7. Support Duration for Release Versions:

## Solace PubSub+ Event Brokers

All production releases have Full Support for at least one year and Technical Support for two additional years. Periodically, Solace will designate a release as a Production Release, Long Term Support that will have Full Support for three years.

#### Solace PubSub+ Cloud

Solace PubSub+ Cloud will make new Production Releases available periodically. All PubSub+ Cloud releases will have Full Support for one year and Technical Support for an additional six months.

## Solace APIs

Releases of Solace APIs are supported for four years from the date of their first General Availability release.

## **Supporting Software Products**

Releases of software products other than those included within Solace PubSub+ and Solace APIs are supported for three years from the date of their first General Availability release.

Learn about Solace's product lifecycle policy, and review milestones and phases from product introduction through to end of Support.

## 8. Support Response Time:

Solace Support's highest priority is restoring the customer's service. For Severity 1 and Severity 2 issues, for quickest response, customer must contact Solace Support by telephone (at the numbers set forth above).

For a Severity 1 issue, emphasis is placed on re-activation of your production system or elimination of the critical impact to your business operations by the fastest means available. Once neutralized, the issue's severity will be reclassified as appropriate to Severity 2 or Severity 3.

Customer must promptly provide remote access to the affected Solace products and make appropriate resources available to assist with issue investigation and neutralization. Use of a Web collaboration tool between customer and Solace Support is an acceptable form of remote access.

# 9. Solace PubSub+ Appliances:

In the event of a Hardware failure, a Return Material Authorization (RMA) must be issued by Solace Support before the Hardware will be replaced. Solace will supply functionally equivalent or better replacement Hardware which may be new or refurbished.



#### Sparing

Spares for your Solace PubSub+ Appliance(s) or Hardware ship the next business day from Ottawa.

If you have purchased Rapid Hardware Repair Service, spares for your Solace PubSub+ Appliance or Hardware will be stored locally and delivered to customer within eight hours or as mutually agreed. Solace will also provide on-site repair for customer's Solace PubSub+ Appliances and Hardware.

#### **Return Shipping**

Customer is responsible for all aspects of returning failed Hardware to Solace, including packaging, coordinating shipment and risk of loss. Shipping costs will be covered by Solace.

Customer must ship failed Hardware to Solace no more than 20 Business Days after customer has received its replacement Hardware. If customer does not ship the failed Hardware back within such time period, customer will be billed for the replacement Hardware at Solace's then-current list price.

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

## **Re-location of Appliances**

Any damages to an appliance in transit is solely customer's responsibility.

#### On-Site Repair

If customer has not purchased Rapid Hardware Repair Service, then customer is responsible for the installation of any replacement Solace PubSub+ hardware.

## 10. Orders, Fees and Taxes

Orders for the Support are non-cancellable and non-refundable. Fees (and any applicable taxes) for the Support are payable in advance (and not in arrears). Solace will invoice for the Support on or after the date customer signs the Order (the "Effective Date"). Unless stated otherwise in the Order, undisputed fees and taxes for the Support are payable by customer within 30 days of issue of the invoice by Solace. Any applicable direct pay permits or valid tax-exempt certificates must be provided to Solace prior to the Effective Date. If Solace is required to pay taxes, customer will reimburse Solace for such amounts. This section does not apply to any taxes payable based on Solace's income.

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