Rancher Government Solutions Support and Maintenance Terms of Service

Overview

Rancher Federal, Inc., DBA Rancher Government Solutions (RGS) offers production support for Rancher products, NueVector, and SUSE products. RGS support is provided 100% from the United States by U.S. Citizens. RGS Support Services are only for companies with an active subscription of this plan. A company (the "Customer") may purchase Support Services for the plan from the RGS sales department. Once purchased, a RGS representative will activate the Customer in the RGS Support Portal system, which will enable the Customer to obtain technical support at the appropriate level of service. References to "Rancher" unless specifically described as "Rancher Government Solutions (RGS)" refer to Rancher Labs, Inc. These terms of service are to be used in conjunction with the Rancher Government Solutions Enterprise Agreement found here: Enterprise Agreement

Updates

These Terms of Service will be updated periodically. For example, as new releases become Generally Available, the End of Maintenance and End of Service dates will be refreshed, and new products may be added, and older products may be modified or deleted from the Rancher Support Matrix. All changes will be promptly published to the RGS website (https://ranchergovernment.com)

Service Level Agreement (SLA)

The Rancher Federal SLA is defined in terms of initial response time after a Customer files a support ticket. RGS has defined 4 severity levels under which tickets can be filed (depending on the level of support purchased), described in the table below:

Level	Description	
Severity 1	Defined as: An incident that is in production or is mission critical to your business. The system is inoperable and the situation is resulting in a total disruption of work. There is no workaround available If a Severity 1 issue has an identified workaround it will be reclassified as a Severity 2 issue. Severity 1 does not apply to development support.	
Severity 2	Defined as: When operations are severely restricted. Important features are unavailable although work can continue in a restricted fashion. Long-term productivity may be impacted. If a Severity 2 issue has an identified workaround it will be reclassified as a Severity 3 issue.	
Severity 3	Defined as an incident that causes partial, non-critical loss of functionality. It may also be a major software defect that impacts the Customer when performing some actions and has no workaround.	
Severity 4	Defined as: (1) a request for Rancher Federal information or query, (2) feature requests for the Software, (3) performance problems with little or no functionality impact, or (4) Software defects with workarounds or medium or low functionality impact, (5) Customer request for best practices or security compliance guidance.	

The Customer will provide an initial severity level associated with a ticket. The RGS Support Manager will determine, at RGS's sole discretion, if the ticket was correctly classified and may increase or decrease the assigned severity level. Target response times, are shown in the table below, for each severity level:

RGS Support Plan

Severity Level	Initial Response	Ongoing Response	Business Day/Hour Definition
Severity 1	2 hours	2 hours	Every Day, 24 x 7
Severity 2	4 hours	8 business hours	Mon – Fri, 0800 – 2000 US Eastern
Severity 3	1 business day	1 business day	Mon-Fri, 0800-2000 US Eastern
Severity 4	1 business day	1 business day	Mon – Fri, 0800 – 2000 US Eastern

What is supported

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- Usage problems where the product is not behaving as expected.
 - Customer specific modifications can fall out of scope (in comparison to existing documentation)
 - Troubleshooting related to:
 - $\circ \quad \text{Installation errors}$
 - Configuration errors
 - Out of the box not working functionality
 - Booting issues (e.g., after patching)
- Defect (bug) reports.
 - Support will file bug reports with the engineering team and provide updates on the progress as they become available. SLA/SLO cannot be guaranteed when escalated.
 - Fixes will be determined by engineering and a patch will be provided in an
 - upcoming maintenance release (or be back ported). SLA/SLO cannot be guaranteed when escalated.
- Performance degradation issues
 - o Support will analyze whether a degradation of performance lies within the core product.
 - The default severity will be set to Severity 3 (Medium).
- Root Cause Analysis (RCA)
 - The default severity will be set to Severity 3 (Medium).
 - An RCA cannot be guaranteed for any of the following reasons:
 - If the logs are unavailable or inconclusive; Crash dump has not been enabled.
 - If the environment is not stable.

A single support case will only handle one issue from the above list. When the initial issue is resolved, it may be required to open additional cases to resolve further issues. If the case contact fails to engage with their support engineer on Severity 1 cases the engineer will reduce the severity of the case.

Important Definitions

General Availability (GA)

The date that signifies when a Customer may purchase a support plan for a new product release that is tagged "Stable". Note: Support plans are only for published product releases that are tagged "Stable". Any product release with the "Latest" tag is meant solely for open source community users and not covered by a support plan from RGS.

End of Maintenance (EOM)

The date that signifies when a specific product release will have no further code-level maintenance other than security-related updates deemed critical by the software manufacturer, Rancher. Security issues could be related to publicly identified security vulnerabilities or privately by RGS and its ecosystem partners.

End of Life (EOL)

The date after which neither security-related maintenance builds, nor technical support through RGS, will be available for a product release.

Long Term Support Service (LTSS)

LTSS provides up to 3 years of continued access to technical support, maintenance and security patches for selected products that have reached the end of general support date.

Extreme Long Term Support Service (XLTSS)

XLTSS adds one additional year to LTSS.

Understanding Release Versions

"Major Releases" (X.y.z) deliver major features and enhancements. They are not guaranteed backwards compatible with any previous Major Release. "Minor Releases" (x.Y.z) deliver minor feature developments, enhancements to existing features, and bug fixes. They incorporate all applicable fixes made in prior minor and maintenance releasees. "Maintenance Releases" (x.y.Z) deliver bug fixes that are severely affecting a number of customers and cannot wait for the next major or minor release. They incorporate all applicable fixes made in prior maintenance releases.

RGS Support Matrix

Rancher Labs products may be distributed with certain "open source software" or "free software" ("Open Source Software") or contain open source integrations with other software. Open Source Software and integrations covered by RGS SLAs, for each supported version of a Rancher or SUSE product, are those validated and certified by SUSE.

Support Tickets

A Support Ticket means a discrete technical, or non-technical, issue that is submitted by Company to RGS requiring a response as specified in this document. A Support Ticket exists in the RGS Support Portal and includes all the communication associated with the issue.

Support Portal Access and Support Ticket Entry

RGS provides a full featured, web-based support ticket management system. The support portal is available to Customers who have an active support subscription, twenty-four hours a day, seven days a week and is the primary method for support ticket submission. The support portal allows Customer to enter support tickets, add information to existing support tickets, receive information and updates about support tickets, close support tickets, and list their current open and closed support tickets.

Customizations

Customizations are defined to include any changes to the original source code, including but not limited to changes to the User Interface, the addition or modification of adapters such as for authentication, Virtual Machines or server provisioning, deploying the Software (e.g., the management server) on the operating system or Docker versions that are not certified by Rancher, and altering the scripts and byte code included with the Rancher Software.

Customizations to this Software may have unintended consequences and cause issues that are not present with the original, unmodified Software. The Customer agrees that any bugs, defects or other issues that are present in areas of the Software that the Customer has altered must be reproduced by the Customer on an unmodified system prior to the submission of a Support Ticket or bug report.

Additionally, the Customer is required to state all customizations present on the system when submitting a Support Ticket.

Escalation Path

We hope you are satisfied with the support you purchased and that your organizations needs are addressed promptly. However, RGS recognizes that there may be times when additional attention or assistance is required. RGS may make its Support Manager available, at RGS's sole discretion, to discuss cases that have gone unresolved for a duration deemed unsatisfactory by the Customer. Upon request, the Support Manager will provide the Customer with contact information for the Vice President of Engineering or the Vice President of Customer Success to discuss issues that the support team has been unable to resolve or that were resolved in an unsatisfactory manner.

Effect of Termination or Non-Renewal of Support Services

In the event the Customer terminates, or elects not to renew, RGS Support Services, the Customer may continue to use open source versions of the Software but will have no further right to RGS Support Services for such Rancher Software.

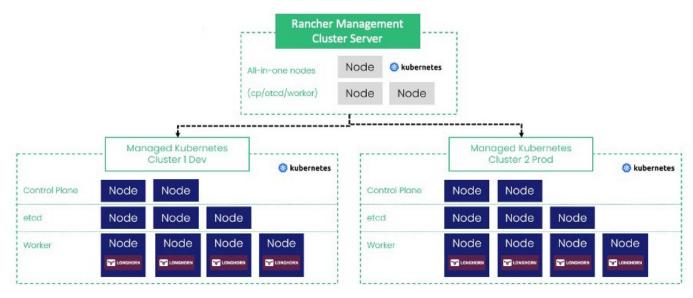
Reinstatement of Support Services

In the event that Customer does not renew the Support Services term and the Support Services lapse, Customer may reinstate the Support Services at terms to be negotiated with RGS.

Rancher Product Specifics

The support purchased with a Rancher Management Server Cluster is agnostic in how the nodes are deployed. Worker Nodes can be allocated across multiple Managed Kubernetes Clusters within the Rancher Management Server Cluster. Designation (labeling) of a Managed Cluster as "Production" or "Development" is done to assist the customer operations team in managing and identifying the Kubernetes cluster running within the Rancher Management Server instance.

One possible deployment is shown below:



If a Rancher Management Server is purchased specifically for a development or test environment as a standalone instance, that instance is a separate SKU for that support. Please consult your account executive for more details. Note that all severity levels may not apply for Development SKUs.

Disaster Recovery (DR) sites require a separate purchase be made for support. This would be an additional Rancher Management Server purchase at the standard discounted price. DR support does include all severity levels.

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Rancher Product Lifecycle & Support Phases

SLAs only apply to products found in the lifecycle chart found here: <u>https://ranchergovernment.com/product-lifecycle-dates</u> with their corresponding phases of product lifecycle.

SUSE Product Specifics

SUSE Product Lifecycle & Support Phases

SLAs only apply to products found in the lifecycle chart found here: <u>https://www.suse.com/lifecycle/</u> with their corresponding phases of product lifecycle.

SUSE License

SUSE products supported by RGS are still held to the SUSE End User License Agreement found here: https://www.suse.com/licensing/eula/