iRODS Consortium Terms of Service

Version: Nov 30 2015

Overview

This document sets forth the terms of services offered by the iRODS Consortium to support and sustain the iRODS Data Management System. These Terms Of Service shall remain valid unless and until superseded by a revised agreement.

The iRODS Consortium may provide support services 1) to any Consortium member as a benefit of Consortium membership, according to the iRODS Consortium Charter and 2) to any member or non-member of the Consortium according to terms set forth in an iRODS Consortium Support Services Agreement. The recipient of such services is hereinafter called "Client".

Support services provided may include helpdesk support, training, and consulting services such as: 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 to the membership or priority level specified in the Client's Membership Agreement and/or Support Services Agreement.

Support Parameters and Availability

Coverage parameters specific to the support covered in these Terms of Service are as follows:

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

Supported hardware configurations: The Consortium will maintain a list of approved hardware/software platforms. If Client's hardware configuration is substantially different from the listed platforms, 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 Monday through Friday, during which time the Consortium will provide Support to Customer under this document.

Telephone support: The Client 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 Client may email support@irods.org for support. Emails received outside of office hours will be collected, and will be processed on the next business day. Client 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 Client 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 Client personnel.

iRODS Consortium Obligations

Consortium responsibilities include:

1. Providing support to the Client for Software covered under these Terms of Service, at a prioritization consistent with the level specified in the Client's Membership Agreement and/or Support Services Agreement.

2. 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 Client 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 Client's use of covered Software and related documentation.

5. Providing Client with access to updates for software covered under this document on general release of such updates to the public.

6. Responding to service-related incidents as outlined in these Terms of Service.

Client Obligations

Client responsibilities include:

1. Payment according to the terms of the Membership Agreement and/or Support Services Agreement.

2. Reasonable availability of Client 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 Client believes that documentation is unclear as to the proper use or configuration of the Software.

On Site Support and Travel Expenses

If required, on-site support, consulting, and training are available at the Standard Hourly Rate posted in the iRODS Consortium Rate Table plus all expenses, including travel expenses. Travel time to and from the Client'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.