13 Apr 2015

Synrc Support Subscription Agreement

This support agreement (Agreement) between **Maksym Sokhatskyi**, Ukraine, 03049 Kyiv, Shovkunenka street, 4 (Synrc) and the **Customer**, as defined below, is entered into on the date the Agreement is signed on effective date, see below. Synrc and the Customer are each a Party to the Agreement and together are referred to as the Parties.

Customer Details

Company	**Your Company, Inc.**
Address	415 Pacific Coast Highway,
	Santa Monica CA,
	USA
Phone	+380 67 663 18 70
E-Mail	your@company.com

1 Scope of Agreement

Synrc agrees to provide support services for the Software (hereinafter reffered to as a Service) in accordance with the terms and conditions of this Synrc Support Subscription Agreement (the **Agreement**).

2 Services

2.1 Level of Support

Synrc provides its Services on a 24 x 7 level support basis. The operation times and performance specifications are set out in Annex 2.

2.2 Synrc Duties

Synrc fixes Sofware bugs by proving direct commits to Software repositories on the Github. If available Synrc may provide Customer with instructions for workarounds, all in accordance with Annex 2.

3 Fees

3.1 Prices

Synrc shall invoice the fees set out in Annex 1 in advance, for the entire Subscription Period or invoice monthly as set out in Annex 3.

3.2 Adjustment

The fees set out in Annex 1 are subject to adjustment to the Swiss Consumer Price Index (CPI, Landesindex der Konsumentenpreise). The CPI as of Jan 2015 (98.2) shall be basis for the commercial terms set out in Annex 1. Synrc may adapt the fees per 1 January and/or per 1 July of each year.

3.3 Billing

The Customer can pay annual subscription or pay monthly. The annual invoice added in Annex 1. In case of monthly payments Synrc will invoice Customer monthly. Monthly start invoice is added in Annex 3.

3.4 Payment Delay

Customer must pay any and all amounts invoiced by Synrc within no more than 15 days.

3.5 Third Party Licences

Possible licence cost for new system versions or new releases of third party software will be invoiced at cost.

3.6 Travel Time

Travel time is considered as work time. Travel expenses and car mileage will be made on a time / miliage spent basis. Annex 1 sets out details, if any.

4 Working Process

4.1 Providing the Services

Synrc shall perform the Services under this Agreement by properly trained personnel applying usual care, with the aim of keeping the Software useful and of remedying faults or defects within a reasonable timeframe. Synrc may use subcontractors to perform the Services.

4.2 Support Requests

During the term of this Agreement, Synrc answers support request from the Customer, in accordance with the procedure set out in Annex 2. Annex 2 further specifies nature and extent of the Services.

4.3 Procedure

Customer shall act in line with the procedure set out in Annex 2.

4.4 Secure Access

Synrc may provide Services by remote access. Agreed place of execution is Synrc's place of office. Synrc shall take economically reasonable and technically as well as organisationally feasible precautions so that the traffic between Synrc and the Customer is protected against unauthorized access by third parties.

4.5 Conditions

Customer has the obligation to procure for the organizational and technical conditions that are necessary or useful for Synrc to provide the Services.

4.6 Issues

Customer shall immeduately notify Synrc of errors or defects it notices in the Software, in accrodance with the procedure defined in Annex 2. In such notice, Customer shall describe the error or defect in a comprehensive manner, providing all information that may appear relevant for troubleshooting. As a condition for Customer right to claim Support the error must be reproducible and documented. Customer shall provide according documentation to Synrc before Synrc can start with troubleshooting.

4.7 Releases

Synrc is not obliged to provide Support with respect to versions / releases of the Software if a later release to the Sofware has already been rolled out and available on the market for more than 6 (six) months.

5 Liability

5.1 Synrc

Synrc shall be liable only for demage caused intentionally or grossly negligently by its directors. All other liability of Synrc is herewith excluded. In particular, Synrc shall not be liable for demage caused by its auxiliary personnel and its agents.

5.2 Customer

Customer shall be liable for the results achieved with the Software and for setting up security measures to protect data stored from desctruction, loss or misuse.

6 Data Protection

The Parties shall comply with the provisions of the applicable data protection legislation. The Parties shall take any precautions that are economically reasonable and technically possible to effectively protect data.

7 Term and Termination

7.1 Effective Date

This Agreement enters into the date the Agreement is signed (**Effective Date**). The Service starts as set out in Annex 1 and it lasts until the end of Supscription Period set out in Annex 1 and shall be renewed for an additional Subscription Period except if terminated with 90 days prior written notice to the end of the current Subscription Period.

7.2 Termination

Synrc can terminate this Agreement by written notice with immediate effect if Fees are unpaid and outstanding for more than 1 month, and if Customer has not paid those Fees within 10 days from Synrc's written notice thereof.

7.3 Unreimbursed Payments

For the avoidance of doubt, any and all Fees and other remunerations Synrc has invoiced remain payable in full, and if already paid will not be reimbursed, if the agreement is terminated.

8   Miscellaneous

8.1   Transfer of Rights

Customer may not transfer the rights and obligations under his Agreement without the prior written consent of Synrc.

8.2   Price Changing

Synrc shall be entitled to unilaterally make changes to the price sheet of Annex 1. If changes are made Synrc shall inform Customer of such changes in a good time.

8.3   Modification of Agreement

Modifications of this Agreement and its annexes cannot be made except if made in writing.

9   Jurisdiction

Any and all legal disputes arising from or under this Agreement shall be resolved exclusively by the competent courts at the adress of record of Synrc.

10   Elements of the Contract

The following document shall form an integral part of this agreement, in the following order of presence:

Annex 1   **Price Sheet**
Annex 2   **Level of Support**
Annex 3   **Monthly Start Invoice**

. . . .
Supervisor
Maxim Sokhatsky
CTO of Synrc Research Center

. . . .
Signature of Maxim Sokhatsky

Date: . . . .

. . . .
Supervisor
Your Representative
Your Company, Inc.

. . . .
Signature of Your Representative

Date: . . . .

Annex 1. Price Sheet

All support requests submitted by Customer are subject to the Support Subscription Agreement entered into between Customer and Maksym Sokhatskyi, Ukraine, 03049 Kyiv, Shovkunenka street, 4, app 43. (Synrc).

Product Information

Synrc Software includes Synrc Erlang Platform (http://github.com/voxoz), Synrc Erlang Stack (http://github.com/synrc) and Synrc Erlang Processing (http://github.com/spawnproc).

Start Date

13 Apr 2015.

Subscription Period

12 month with ability to pay mothly.

Monthly Fees

Creating and Consulting Your Company, Inc. providing rich support for Synrc Erlang Stack and Synrc Erlang Processing, SpawnProc. Consulting, including code review, prototyping and managing in May of 2015.	$5,000
Total	$5,000

Annex 2. Level of support

Support Services

Scope	One Productive Installation
Service Hours	**7 x 24** in total 5 hours
Critical Issues Reaction	4 hour
Normal Issues Reaction	8 hour
Number of Incidents	**unlimited**
Costomer Contacts	5

Procedure

The defined person set out in clause 3 should submit all support requests exclusively via email erlang@synrc.com or appropriate repository of the Synrc Software on GitHub Issues. Othewise Synrc may not provide Services with respect to this agreement.

Severity Levels

Critical   Production server or other mission critical system(s) are down and workaround is immediately available. All or a substantial portion of your mission critical data is at a significant risk of loss of corruption.

Normal   Major functionality is severely impaired. Operations can continue in a restricted fashion, although long-term productivity might be adversely affected. A major milestone is at risk. Ongoing and incremental installations are affected. A temporary workaround is available.

Normal inquiries also include partial, non-critical loss of functionality of the Software. Impaired operations of some components, but allows the user to continue using the software. Initial installation milestones are at minimal risk.

Single Point of Contractors

Your Representative	your@company.com
Maxim Sokhatsky	maxim@synrc.com

Administrators and Tracking Accounts

Your Project Manager	manager@company.com
Your Project Lead	lead@company.com
Your Adminstrator	admin@company.com

Your Company Accounts

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Annex 3. Monthly Start Invoice

synrc research center s.r.o.
Roháčova 141/18, Praha 3 13000, Czech Republic

13 Apr 2015

Invoice 2015-0001

Company: Sokhatskyi Maksym Eroteiovych fizichna osoba-pidpriemyec INN 2955020254
SWIFT PBANUA2X
Privatbank, 50 Naberezhnaya Pobedy St., Dnipro, 49094, Ukraine
apt 43, 4 Shovkunenka St., Kyiv, 03049, Ukraine — IBAN UA703052990000026008050283957
Coresspondent Banks:
JP Morgan Chase Bank,New York, USA — SWIFT CHASUS33 — 001-1-000080
The Bank of New York Mellon, New York, USA — SWIFT IRVT US 3N — 890-0085-754

Creating and Consulting **Your Company, Inc.** providing rich support for Synrc Erlang Stack. Consulting, including code review, prototyping and managing in May of 2015.	$5,000
Total	$5,000

Sincerely yours, Synrc Team.

Maksym Sokhatskyi CTO