



**GerritForge INC.**

100 S. MURPHY AVE. STE 200  
SUNNYVALE CA 94086  
USA

<http://www.gerritforge.com>  
support@gerritforge.com

**Gerrit Code Review**

Enterprise Support Terms and Conditions  
Service Level Agreement

**SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT**

THIS AGREEMENT is made on the support contract subscription date BETWEEN the Client and GerritForge INC. ("the Consultancy")

**WHEREAS:**

- (1) The Consultancy has agreed to provide the Client with certain support and maintenance services, on the terms and conditions set out in this agreement, relatd to THE SOFTWARE as defined in Schedule 1.

**NOW IT IS AGREED as follows:**

**1 DEFINITIONS**

In this agreement the following expressions shall have the following meanings:

- 1.1 "Intellectual Property Rights" means all vested, contingent and future intellectual property rights including but not limited to copyright, trade marks, design rights, trade names, patents, know-how, trade secrets, database rights or any similar right exercisable in any part of the world including any application for the registration of any patents or registered designs or similar registrable rights in any part of the world;
- 1.2 "The Maintenance Services" means the maintenance services to be provided by the Consultancy to the Client as outlined in clause 6 of this agreement;
- 1.3 "The Media" means the media on which the Software and the Program Documentation are recorded or printed;
- 1.4 "The Program Documentation" means the user instructions, operating manuals and all other related materials supplied by the Consultancy to enable the proper operation and functionality of the Software. The Consultancy shall provide the Client with one copy of the Program Documentation;
- 1.5 "The Program Materials" means the Software, the Program Documentation and the Media;
- 1.6 "The Software" means the computer software applications outlined in Schedule 1 to this agreement (including all updates, enhancements, modifications, versions, and all replacement or amendment products from time to time offering the same or similar functionality);
- 1.7 "The Support and Maintenance Fee" means the fee for the Support Services and the Maintenance Services outlined in Schedule 2 to this agreement;
- 1.8 "The Support Services" means the support services to be provided by the Consultancy to the Client as outlined in clause 5 of this agreement.

**2 SERVICES TO BE PROVIDED**

During the term of this agreement the Consultancy agrees to provide to the Client:

- 2.1 the Support Services;
- 2.2 the Maintenance Services;

**3 TERM**

The services to be provided under this agreement shall commence on the date on which the order for such services is received by the Consultancy and for the period of time ordered, usually 12 months unless differently specified on the Client purchase order.



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### 4 PAYMENT

- 4.1 The Support and Maintenance Fee shall be paid by the Client in accordance with Schedule 2 to this agreement. The Support and Maintenance Fee is exclusive of any applicable VAT. No support shall be provided until the Consultancy has received payment in accordance with Schedule 2.
- 4.2 Any charges to be paid by the Client under this agreement shall be paid within 45 calendar days of receipt by the Client of the Consultancy's invoice.
- 4.3 The Consultancy shall have the right to charge interest on overdue invoices at a rate of 3% per annum from time to time in force from the date when payment becomes due from day to day until the date of payment.
- 4.4 The Consultancy shall be entitled to increase the Support and Maintenance Fee in accordance with any change in the Consultancy's standard scale of charges by giving to the Client not less than 90 days prior written notice.

### 5 GENERAL TERMS

- 5.1 During the term of this agreement the Consultancy shall provide support and maintenance services to the Client as follows:
  - 5.1.1 Technical support is provided to Client paying account holders and is only available via email (support@gerritforge.com) on a 24h x 5d basis, Monday through Friday.
  - 5.1.2 Support is only available in English.
- 5.2 The Client shall supply to the Consultancy a detailed description of any fault requiring support services and the circumstances in which it arose, and shall submit sufficient material and information to enable the Consultancy's support staff to duplicate the problem.

### 6 SUPPORT AND MAINTENANCE TERMS

During the term of this agreement the Consultancy shall provide the following support and maintenance services to the Client:

- 6.1 Error Correction
  - 6.1.1 The Consultancy shall ensure that all faults in the Software shall be classified and handled as shown below. Failures shall be classified as to the severity that they have on the working system. The severity classification shall be used to determine the response time for returning the system to its fully operational state. The severity classification shall be:
    - (i) Class P1: Emergency. Any Software problem resulting in complete outage or loss of service or functionality;
    - (ii) Class P2: Urgent. Any Software problem that reduces software service and functionality, system security or data integrity, or which represents a serious threat to service;
    - (iii) Class P3: Non-urgent. Low level Software or procedural problems requiring resolution in defined time scales;
    - (iv) Class P4: Low. Other low level Software or procedural problem.
  - 6.1.2 The following targets shall be adopted by the Consultancy for answering via e-mail with an initial technical suggestion, workaround and/or solution:
    - Class P1: as soon as possible, based on the Consultancy availability (Mon-Fri / 9:00 – 18:00 PST / excluding Bank Holidays)
    - Class P2: as soon as possible, based on the Consultancy availability (Mon-Fri / 9:00 – 18:00 PST / excluding Bank Holidays)
    - Class P3: as soon as possible, based on the Consultancy availability (Mon-Fri / 9:00 – 18:00 PST / excluding Bank Holidays)
    - Class P4: by one of the next Software releases
  - 6.1.3 The Client shall determine the severity of classification of faults as they arise.
  - 6.1.4 The error correction service referred to in this clause 6.1 shall not apply to any version of the Software prior to the release V2.8 or to unstable or "master" development release or to defects or errors resulting from any unauthorised modification or incorrect use of the current release (including use of the current release on or with faulty equipment or programs used in conjunction with the current release or on or with equipment (other than such computer equipment on which the Software is installed and in operational use) or programs not supplied by or approved in writing by the Consultancy, provided that for this purpose any programs designated for use with the current release in the Specification shall be deemed to have the written approval of the Consultancy).



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6.1.5 The Client shall be charged in accordance with the Consultancy's current standard scale of charges for any services provided by the Consultancy at the request of the Client which are excluded under clause 6.1.4 or which the Consultancy finds are unnecessary.

**6.2 Releases**

6.2.1 The Gerrit Community (<https://groups.google.com/forum/#!forum/repo-discuss>) informs the Client promptly of any improved version of the Software released from time to time and shall provide to the Client as soon as reasonably practicable the download link of the new release in machine-readable form together with the Program Documentation.

**6.3 Technical Advice**

6.3.1 Technical advice will be provided by the Consultancy to resolve any difficulties or questions the Client may have with regard to the use of any current release. Such technical advice shall be provided by e-mail through support@gerritforge.com or via community-based forum at <https://groups.google.com/forum/#!forum/repo-discuss>.

**7 EXCLUSIONS**

7.1 The Consultancy shall not be obliged to provide Support Services or Maintenance Services in respect of:

7.1.1 any software other than the Software;

7.1.2 defects or errors resulting from any unauthorised modification of the Software or the equipment on which the Software is installed and in operational use;

7.1.3 defects or errors resulting from incorrect use of the Software (including use of the Software on faulty equipment or with computer hardware, operating systems or other supporting software other than those specified in the Program Documentation); and

7.1.4 any programs not supplied by or approved in writing by the Consultancy.

7.1.5 any Open-Source Software component included and/or used in the Software (other than the Software OpenSource code published on <https://gerrit-review.googlesource.com/#/admin/projects/gerrit>).

7.2 The Client shall be charged in accordance with the Consultancy's current standard scale of charges for any Support Services and Maintenance Services provided by the Consultancy at the request of the Client which are excluded under clause 7.1.

7.3 Where a new version of the Software has been available to the Client the Consultancy reserves the right to discontinue the Support Services and Maintenance Services for any prior version of the Software.

7.4 The Consultancy shall not be obliged to make modifications or provide support in relation to the Client's computer hardware, operating system software, or third party application software or any data feeds or external data.

**8 CLIENT'S UNDERTAKINGS**

8.1 The Client undertakes not to alter or modify the Program Materials in any way whatsoever, nor to permit the whole or any part of the Software to be combined with, or become incorporated in, any other programs.

8.2 The Client undertakes during the continuance of the support period to:

8.2.1 comply with all reasonable instructions of the Consultancy with regard to the use of the Program Materials;

8.2.2 maintain an accurate and up-to-date record of all copies of the Program Materials and shall produce such record to the Consultancy on request from time to time.

**9 WARRANTIES**

9.1 The Consultancy warrants that the services to be supplied under this agreement will be carried out with reasonable skill and care by suitably qualified personnel.



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- 9.2 Unless expressly provided in this agreement all other guarantees, representations and warranties of any kind, whether express or implied, including, without limitation, the implied warranties of satisfactory quality, merchantability and fitness for a particular purpose or ability to achieve a particular result are hereby excluded, so far as such exclusion or disclaimer is permitted under the applicable law.
- 9.3 It shall be the responsibility of the Client to ensure that the facilities and functions described in the Specification meet its requirements.
- 9.4 In the event of any breach of any warranty in this agreement, the Consultancy shall, as the Client's sole remedy, remedy such breach and if the Consultancy is unable to remedy such breach, the Consultancy shall refund any fees paid for the year in which the services, the subject of such claim, were supplied and this agreement shall immediately terminate.
- 9.5 The Consultancy shall use its reasonable endeavours to correct any errors but does not warrant that all such errors can and will be corrected.
- 9.6 In the event of any breach of any warranty the Client must notify the Consultancy within 3 months in order to benefit from the remedy mentioned above.

### 10 INDEMNITY

Without prejudice to any other rights or remedies available to the Client, the Consultancy shall indemnify the Client for personal injury or death, and against all loss of or damage to any tangible Client property, caused by the negligence of the Consultancy or its employees or agents in relation to the performance of their duties under this agreement.

### 11 LIMITATION OF LIABILITY

- 11.1 Subject to clause 11.3, in no event shall the Consultancy be liable for any damages, including loss of business, loss of opportunity, loss of data, loss of profits or for any other indirect or consequential loss or damage whatsoever that is an indirect or secondary consequence of any act or omission of the Consultancy whether such damages were reasonably foreseeable or actually foreseen.
- 11.2 Subject to clause 11.3, the total liability of the Consultancy to the Client under this agreement shall not exceed the greater of either:
- 11.2.1 125% of the total of all sums paid or due to the Consultancy under this agreement.
- 11.3 Nothing in this agreement shall exclude or limit the liability of the Consultancy for fraudulent misrepresentation or for death or personal injury resulting from the negligence of the Consultancy or its employees or agents.

### 12 CONFIDENTIALITY

- 12.1 Either party receiving information ("the Recipient") from the other marked "confidential" or which may reasonably be supposed to be confidential, including, without limitation, information contained in the Program Materials, the Specification and other information supplied by the Client or Consultancy, shall not without the other's prior written consent use such information except for the purposes of this agreement or disclose such information to any person other than to their own employees or agents who have a need to know.
- 12.2 Clause 12.1 shall not apply to information that is lawfully known to the Recipient at the time of disclosure or which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause) or which is ordered to be disclosed to a regulatory body or a court of competent jurisdiction.
- 12.3 The Recipient shall ensure that any person referred to in clause 12.1 is bound by similar confidentiality terms to those in this clause 12.
- 12.4 The confidentiality terms in this clause 12 shall remain in full force and effect during the term of this agreement and upon the termination of the Licence or this agreement.

### 13 TERMINATION

- 13.1 If the Client permanently discontinues the use of the Program Materials or commits a material breach or persistent breaches of this agreement, and in the case of a breach which is capable of being remedied, fails to remedy the breach within 14 days of written notice from the Consultancy to do so, then the Consultancy may terminate this agreement forthwith on giving written notice to the Client. The Client shall not be entitled to any refund of the Support and Maintenance Fee or any part thereof that has been paid.
- 13.2 Either party may terminate this agreement at any time by giving at least 60 days' prior written notice to the other.

### 15 FORCE MAJEURE

Neither party shall be liable to the other party for any delay or failure to perform any of its obligations under this agreement if the delay or failure results from events or circumstances outside its reasonable control, and the party shall be entitled to a reasonable extension of its obligations



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after notifying the other party in writing of the nature and extent of such events. If such circumstances continue for a continuous period of more than 28 days, either party may terminate this agreement by written notice to the other party.

**16 ASSIGNMENT**

This agreement is personal to the parties and neither this agreement nor any rights, licences or obligations under it may be assigned by either party without the prior written approval of the other party.

**17 WAIVER**

Failure or neglect by either party to exercise any of its rights or remedies under this agreement will not be construed as a waiver of that party's rights nor in any way affect the validity of the whole or part of this agreement nor prejudice that party's right to take subsequent action.

**18 SEVERANCE**

If any provision of this agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

**19 NOTICES**

Any notice to be given by either party to the other may be sent by either email, fax or recorded delivery to the most recent email address, fax number or address notified to the other party, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent or if sent by fax shall be deemed to be served on receipt of an error free transmission report, or if sent by recorded delivery shall be deemed to be served 2 days following the date of posting.

**20 ENTIRE AGREEMENT**

This agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. This agreement may be varied only by a document signed by both parties.

**21 GOVERNING LAW AND JURISDICTION**

This agreement shall be governed by and construed in accordance with the law of the State of California – United States of America - and the parties submit to the exclusive jurisdiction of the courts of the State of California.

**SCHEDULE 1**

**THE SOFTWARE – Gerrit Code Review Ver. 2.8 or later**

Gerrit Code Review (<https://code.google.com/p/gerrit>) is an OpenSource web based code review system, facilitating online code reviews for projects using the Git version control system.

Gerrit makes reviews easier by showing changes in a side-by-side display, and allowing inline comments to be added by any reviewer.

Gerrit simplifies Git based project maintainership by permitting any authorized user to submit changes to the master Git repository, rather than requiring all approved changes to be merged in by hand by the project maintainer. This functionality enables a more centralized usage of Git.

Gerrit is released under software license Apache License 2.0 <http://www.apache.org/licenses/LICENSE-2.0>

The additional Gerrit plugins (<https://gerrit-review.googlesource.com/#/admin/projects/?filter=plugins>) are NOT considered as part of the Software unless specifically mentioned in the Client purchase order.



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### SCHEDULE 2

#### **SUPPORT AND MAINTENANCE FEE**

Lump sum payable at the commencement of the agreement for the first 12 months according to the price list published on <http://www.gerritforge.com/support>

After the first 12 months a periodical payment may be due.

### SCHEDULE 3

#### **THE SPECIFICATION**

The complete Gerrit Code Review documentation is included in the Gerrit product page at path /Documentation/index.html