



RTEMS C Customer Profile and Support Contract

Customer Name: _____

Customer Address: _____

Administrative Contact: _____

Phone: _____

Email: _____

Technical Contact: _____

Phone: _____

FAX: _____

Email: _____

Project: _____

Host: _____

Target: _____ (specify target board when possible)

Number of software engineers using RTEMS: _____

List each software engineer 's (code writers, etc.), name and e-mail address using RTEMS:

<i>Programmer's Name</i>	<i>Email Address</i>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Customer Number: _____ (assigned by OAR) Please copy this form to add additional programmers

.....
Technical contact certifies that he/she has accurately represented the number of software engineers using RTEMS. Support per this contract will be limited to the host and target system specified above:

Technical Contact's signature _____

4910-L Corporate Drive, Huntsville, AL 35805
Voice: +1 256-722-9985 Fax: +1 256-722-0985
support@oarcorp.com

Terms and Conditions

1. OAR agrees to provide support services, as described below, to the software engineers for the designated project, host and target systems for the period of one year for current releases of the RTEMS.
2. Customer certifies it has accurately represented the number of development seats using RTEMS in the designated project.
3. Customer agrees to notify OAR of any problems encountered in its use of RTEMS by e-mail to support@OARcorp.com. Each report shall include, in the subject field, the assigned OAR Customer Number.
4. OAR agrees to respond to all reports within 48 hours (two working days, CST) specifying the RTEMS component affected (kernel, add-on, toolset) and a course of action. The kernel component includes the RTEMS executive only. Add-on components include ports, BSPs, device drivers, application libraries, and other non-kernel components. Toolset components include the GNU gcc environment and other IDE packages distributed with RTEMS.
5. For kernel component problems, OAR will undertake their best efforts to provide an acceptable workaround or patch as soon as possible, but in no case to exceed seven working days from the time the problem is first reported and received (CST). OAR will provide assistance with resolution of problems with add-on and toolset components to the best of our ability, workarounds or patches will be provided if possible. OAR will work with the Customer to seek problem resolution with add-on and toolset components that are out of OAR's control.
6. For other reports, OAR will undertake their best efforts to correct the problem in the next release of RTEMS and will provide a patch to the customer, if requested, as soon as practical.
7. OAR will provide website access area for the customer where RTEMS releases will be made available, as will any patches developed in response to customer's reports. In addition, mailing lists are made available for the customers.
8. OAR will notify the Customer Technical Contact about subsequent releases of RTEMS.
9. Support services shall begin on the date of the signed RTEMS Customer Support Agreement and Profile and extend for a period of one calendar year. Payments are assumed due 30 days from the support begin date. OAR will issue an invoice 60 days prior to expiration of this agreement and it will be extended another year upon payment of that invoice. All transactions assume US Dollars.
10. OAR reserves the right to modify the terms and conditions at any time. Notification will be provided in the event of alteration of the terms and conditions of this Agreement. In the event that the modifications are unacceptable to the Customer, the Customer may request a termination of this Agreement and are entitled to a prorated refund. Pro rata Schedule (percentage refund of contract total cost based upon termination date): 1-3mos. – 50%; 4-6 mos. – 25%; 7-9 mos. – 10%; 10-12 mos. – 0%.

SUPPORT SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. RTEMS AND ITS ASSOCIATED COMPONENTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. IN NO EVENT SHALL OAR CORPORATION BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER RESULTING FROM THE LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF DAMAGE, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THESE SUPPORT SERVICES OR THE USE OF RTEMS.

CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THIS AGREEMENT AND AGREES TO BE BOUND BY ITS TERMS. CUSTOMER FURTHER AGREES THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN OAR AND CUSTOMER, AND SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. CUSTOMER SHALL ACKNOWLEDGE COMPLIANCE WITH THIS AGREEMENT THROUGH SIGNING AND DATING THIS AGREEMENT.

I have read and agree to abide by the terms and conditions so stated:

Authorized Representative Signature:	Date	OAR Representative Signature	Date
Authorized Representative (printed)	Title	OAR Representative (printed)	Title