

## **Annex C**

### **HiveMQ Cloud Support Policy**

This Annex C – HiveMQ Support Policy, governs the provision of Support Services for the HiveMQ Platform offered under the applicable HiveMQ SaaS Terms (hereinafter “**Agreement**”). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Agreement.

#### **1. Definitions**

- “**Basic Support**” means HiveMQ’s standard support offerings as specified in this Support Policy.
- “**Certified Customer Plugins**” means software modules built or procured by Customer that (i) interact with HiveMQ Platform adding additional functionality and (ii) are formally certified by HiveMQ.
- “**Support Services**” means the support services contracted by Customer from HiveMQ in accordance with the Agreement and the applicable Quote.
- “**Designated Contact(s)**” means the individual(s) within Customer’s organization assigned in accordance with Section 2.2 of this Annex C.
- “**Extended Support**” means HiveMQ’s premier support offerings as specified in this Annex C.
- “**Incident(s)**” means those issues relating to the Software that are covered under this Support Policy, as specifically set forth herein below.
- “**Response Time(s)**” means the amount of time within which HiveMQ’s Customer support team commits to respond to Service Requests (as set forth in Section 2.7 of this Annex C).
- “**Service Request**” means a Customer request as set forth in Section 2.4 of this Annex C for assistance from HiveMQ with respect to an Incident.
- “**Support Hours**” means the applicable Support Hours (Basic Support Hours or Extended Support Hours) as defined in this Support Policy.
- “**Basic Support Hours**”: Mon-Fri 9:00am - 6:00pm CET/EST, excluding public holidays.
- “**Extended Support Hours**”: 24/7

#### **2. Contracted Support Coverage**

**2.1 Duration.** HiveMQ shall provide Support Services for the Subscription Period specified in the respective Quote.

**2.2 Appointment of Designated Contacts.** To receive Support Services, Customer shall (i) appoint at least one Designated Contact (ii) ensure that all Designated Contacts are sufficiently trained on the HiveMQ Platform and (iii) notify HiveMQ in written form (email sufficient) of the names and contact details of the Designated Contact(s).

**2.3 Scope of Support Service.** The Support Services cover HiveMQ Platform and Certified Customer Plugins as follows:

- (a) Access to and use of the Support Portal, including a self-service knowledge base and the ability to submit Service Requests for Designated Contacts;
- (b) Customer may demand up to two (2) Designated Contacts with Basic Support and up to five (5) Designated Contacts with Extended Support;
- (c) Online support via the HiveMQ Support Portal during Support Hours with Basic Support;
- (d) Online support via the HiveMQ Support Portal and telephone support during Support Hours with Extended Support;
- (e) Unlimited number of Incidents; and
- (f) Response Times for Incidents as defined in the Response Times table below.

**2.4 Submission of Service Requests**

- (a) Customer shall submit all Service Requests in the Support Portal designated by HiveMQ.
- (b) Customer shall ensure that the software involved in the incident is covered by Support Services under Basic or Extended Support.
- (c) Customer shall use reasonable efforts to fix any error, bug, malfunction or network connectivity defect before submitting a Service Request to HiveMQ.
- (d) Customer shall suggest a Priority level according to Section 2.7 upon submission of Service Requests. HiveMQ reserves the right to check and in its sole discretion change Customer's Priority suggestion if HiveMQ believes that Customer's suggestion is incorrect and will inform Customer of any such change in its response to the Service Request. Customer may appeal any such reclassification to HiveMQ's support management for review through any available support channel. To successfully challenge a classification by HiveMQ, Customer needs to provide proof in accordance with the Priority level definition that HiveMQ's Priority designation was incorrect.
- (e) Customer shall provide all requested diagnostic and technical information and assist HiveMQ as may be reasonably required to resolve a Service Request.
- (f) HiveMQ may respond to a Service Request by acknowledging receipt of the request. Customer acknowledges and understands that HiveMQ may be unable to provide answers to, or resolve all Service Requests.

- (g) If HiveMQ deems a Service Request to be a “New Feature” Service Request, HiveMQ will log such requests for consideration to add to a future update or release of the Software and will consider the matter closed. HiveMQ is under no obligation to respond to or resolve any feature request or to include any such feature request in any future version.
- (h) HiveMQ does not demand or require personal data/personally identifiable information ("PII") for resolving Service Requests, other than the email address of the individual who submitted the Service Request for communication purposes. When uploading evidence or information related to an issue in the form of e.g., log files or screenshots/screen captures, Customer shall ensure that (1) all PII has been anonymized or masked before being uploaded into the support ticket; and (2) if masking or anonymizing the PII is technically impossible, the respective data subject has consented to the processing of the related PII or you have other valid legal grounds for it.

### **2.5 Submission of Service Requests Priority 1 incidents under Extended Support**

If a Priority 1 Incident is reported outside the Basic Support Hours, Customer shall follow the following procedure to receive Support Services within the Extended Support Hours:

- (a) Submit a Service Request via the Support Portal and provide all relevant technical and diagnostic information. Customer shall provide a voice or video conferencing invite with its Service Request. In case no such invite is shared by Customer, HiveMQ will provide a Zoom link to coordinate incident resolution.
- (b) After the ticket is opened, Customer’s Designated Contact shall contact HiveMQ via phone and provide to HiveMQ the responsible Designated Contact’s name, email, and phone number. The ticket will then be routed to the appropriate support engineer who will contact Customer as appropriate via phone or via the provided video conferencing tool.

### **2.6 Delivery of new Versions.**

The Support Services include the delivery of the following Updates for HiveMQ Platform:

- (a) “**Major Version**” means a version of HiveMQ Platform resulting in major enhancements to the HiveMQ Platform and is identified by the first number of the Software’s version numbering (e.g. HiveMQ 3.x.x).
- (b) “**Feature Versions**” means a version includes minor enhancements and/or error corrections to HiveMQ Platform and is identified by the second number of the HiveMQ Platform’s version numbering (e.g. HiveMQ x.2.x).
- (c) “**Long Time Support (LTS) Versions**” means a special Feature Versions that focus on performance and stability improvements. LTS Versions offer longer support than regular Feature Versions of HiveMQ.
- (d) “**Maintenance Versions**” means a new version of HiveMQ Platform with a fix of certain issues and is identified by the third number of the HiveMQ Platform’s version numbering (e.g. HiveMQ x.x.1).
- (e) “**Hotfix Versions**” means a version of HiveMQ Platform with a temporary fix of certain issues developed in HiveMQ’s sole discretion upon a specific Customer request and delivered before a formal version with correct and final fixes are provided.

## 2.7 Priority Definitions

- (a) **“Priority 1 – High Severity”** means an Incident preventing Customer from continuing use of Software, or critically impacting a core function of the Software or Customer’s environment causing the Software to experience downtime. No workaround is known to Customer.
- (b) **“Priority 2 – Medium Severity”** means an Incident preventing Customer from continuing use of a non-core function of the Software, but does not affect the performance or functionality of Customer’s environment in its entirety. The Incident impacts Customer’s ability to use the Software, the severity of which is significant and may be repetitive in nature. Priority 2 is the highest possible level for all non-production systems.
- (c) **“Priority 3 – Low Severity”** means minor errors, which do not inhibit any of the core functionality of the Software. Error negligibly impacts Customer’s ability to use the Software, and the Software remains mainly functional. This Priority level may include any Software issue with a viable workaround.
- (d) **“Priority 4- Request for Information”** includes minor, cosmetic, or documentation-related issues, and enhancement requests that are not time-sensitive. There is no impact on the Software existing features, functionality, performance or stability. This Priority Level includes any development support related incidents.

## 2.8 Response Times

HiveMQ shall use commercially reasonable efforts to answer to Customer’s Service Requests as set forth below. The Priority Level shall be indicated by Customer with each Service Request. HiveMQ may reclassify the Priority Level at its sole discretion.

Response Times during Support Hours are defined as follows:

	<b>Basic Support</b>	<b>Extended Support</b>
<b>Applicable Support Hours</b>	Basic Support Hours	<u>Priority 1:</u> If escalated via phone: Extended Support Hours  If escalated via Support Portal: Basic Support Hours <u>Priority 2, 3, and 4:</u> Basic Support Hours
<b>Priority 1 Response Time*</b> (within Support Hours)	1 business day	4 hours
<b>Priority 2 Response Time*</b> (within Support Hours)	2 business days	4 business hours
<b>Priority 3 Response</b>	3 business days	1 business day

<b>Time*</b> (within Support Hours)		
<b>Priority 4 Response Time*</b> (within Support Hours)	5 business days	2 business days

\*Response Times begin when Customer has submitted a Service Request in accordance with Section 2.4 and – in case of Extended Support – Section 2.5.

## **2.9 Supported Versions**

HiveMQ supports the current Major Version. Each Feature Version is supported for one year as of its release, except that when HiveMQ releases a new Major Version, the latest Feature Version of the previous Major Version will be supported for another two (2) years as of the release of the new Major Version. Customer is required to update to the latest Maintenance Version of the currently used and supported Major Version whenever an Incident occurs. A detailed list of currently supported versions, end of life for those versions and a download link for said versions is provided via the HiveMQ web portal at <https://www.hivemq.com/supported-versions>.

## **2.10 Support Services Exclusions.**

The following cases are not covered by the Support Services:

- (a) Support Requests in a period in which Customer has not fully paid all fees due to HiveMQ;
- (b) Maintenance and support of the system environment, including, but not limited to, mobile hardware and third-party applications used by Customer in connection with the Software;
- (c) Training and setup of HiveMQ Platform;
- (d) Identification of errors caused by force majeure, environmental conditions, defective mobile hardware or errors caused by Customer, its affiliates or third parties, in particular due to incorrect or incomplete system or data entries or interventions in the program code by employees or contractors of Customer and/or its affiliates;
- (e) Data conversion services;
- (f) IT architectural guidance and consulting on how to integrate HiveMQ into Customer's specific use case; and
- (g) Requesting support for Software that uses extensions or customizations that are not certified by HiveMQ.

### 3. Service Level Agreement (SLA)

During the term of HiveMQ Subscriptions, the SaaS Services booked by the Customer will be made available by HiveMQ with a Monthly Uptime Percentage as defined below (the “Service Level”).

#### 3.1 Definitions

- “Downtime” is the total accumulated minutes in a calendar month during which the entire HiveMQ Cluster Package booked by the Customer within a certain HiveMQ Subscription is unavailable. Downtime does not include (i) Events beyond HiveMQ’s Control as defined in the following; (ii) Downtimes during Maintenance Windows as defined in the following and o Downtimes of less than 1 (one) minute per hour. The point of delivery relevant for the calculation of Downtimes is the interface between the servers on which the HiveMQ Cluster(s) is/are hosted and the Internet.
- “Events beyond HiveMQ’s Control” are the events as further described in Section 3.5 below.
- “Maintenance Windows” are periods of time during which HiveMQ performs maintenance works that cause unavailability of SaaS Services, provided that HiveMQ has notified the Customer of these periods at least 5 days in advance in textual form. The total duration of the Maintenance Windows per calendar month for each HiveMQ Subscription is 4h (four hours). If calendar months are not completely within the term of a HiveMQ Subscription, the total duration of the Maintenance Windows in the relevant month is reduced pro rata temporis.
- “Monthly Uptime Percentage” means the total number of minutes in a calendar month, minus the number of minutes of Downtime in such month, the result of which being divided by the total number of minutes in such month, multiplied by 100.
- “Service Credit” means an amount of money, equaling the percentage of monthly Subscription fees for a certain HiveMQ Subscription, calculated as described below, credited to Customer in accordance with the process described in this SLA.

#### 3.2 Service Level

HiveMQ warrants a Monthly Uptime Percentage of 99.90% for *Cloud Starter Packages* booked with HiveMQ Subscriptions and of 99.99% for *HiveMQ Cloud Business Critical Packages* booked with HiveMQ Subscriptions as a “Service Level”. The Service Level will be calculated separately for each HiveMQ Subscription.

#### 3.3 Calculation of Service Credits

In the event that the Service Level is not met in a calendar month with respect to one or more active Subscription Agreement(s), the Customer will be granted certain Service Credits according the following provisions of this SLA.

Service Credits are calculated in accordance with the schedule below as a percentage of the total monthly net Subscription fees payable by the Customer for the unavailable HiveMQ

Cluster Package for the calendar month in which the Service Level is not met. In case of non-monthly payments (such as one-time payments, upfront payments etc.) the calculation is based on the calculated monthly amount from the total amount taking into account the contractually agreed duration of the affected Subscription Agreement.

<b>HiveMQ Cluster Package</b>	<b>Monthly Uptime Percentage</b>	<b>Service Credit</b>
HiveMQ Cloud Starter Package	Less than 99.9% but equal to or greater than 99.0%	5% of the calculated monthly net subscription fee
	Less than 99.0% but equal or greater than 90.0%	10% of the calculated monthly net subscription fee
	Less than 90.0%	25% of the calculated monthly net subscription fee
HiveMQ Cloud Business Critical Package	Less than 99.99% but equal to or greater than 99.5%	5% of the calculated monthly net subscription fee
	Less than 99.5% but equal or greater than 95.0%	10% of the calculated monthly net subscription fee
	Less than 95.0%	25% of the calculated monthly net subscription fee

### **3.4 Service Credit Request and Payment**

In the event that HiveMQ fails to meet the above-mentioned Service Level, HiveMQ shall offer Service Credits as compensation to the Customer in accordance with the following provisions.

To receive a Service Credit, Customer must submit a textual request (the “Credit Request”), either by logging a support ticket or by sending an email to [cloud@hivemq.com](mailto:cloud@hivemq.com). To be eligible, the Credit Request must be received by HiveMQ within ten (10) calendar days after the last day of the month in which the SaaS have not met the Service Level, and must include all information reasonably necessary for HiveMQ to verify the request, including:

- a. the words “SLA Credit Request” in the subject line;
- b. a description of the Customer’s applicable MQTT client(s), the version of each such client, and the configurations for each such client; and
- c. a description of the time and duration of the Downtime and Customer and system logs that document the failed connect and publish attempts.

If HiveMQ's monitoring systems accessing the same endpoints as well as its system logs, monitoring reports, configuration records, and other available information determine that the Monthly Uptime Percentage applicable to the calendar month to which the Credit Request referred did not meet the Service Level, then HiveMQ will confirm the Credit Request and will issue the Service Credit to Customer within one billing cycle following the month in which Credit Request is confirmed. Customer's failure to provide the request as required above will disqualify Customer from receiving a Service Credit.

Service Credits are exclusive of any applicable taxes charged to Customer or collected by HiveMQ.

Service Credits will be offset against the Subscription fees payable by the Customer which are subject to invoicing following HiveMQ's confirmation of the Credit Request. In case there is no further invoicing (e.g. due to termination or prepayment) within 6 (six) months after HiveMQ's confirmation of the Credit Request, the Service Credits will be refunded to the Customer upon Customer's request. In no event does HiveMQ's confirmation as stated above or the crediting or payment of Service Credits constitute or imply an admission or acknowledgement of the existence of any other or additional obligations on the part of HiveMQ towards the Customer or third parties, including obligations to pay damages.

The provisions regarding the granting of Service Credits shall not exclude the Customer from exercising his existing mandatory rights for compensation in accordance with the provisions of the SaaS Framework-Agreement (including Sec. 17 of the HiveMQ SaaS-Terms) - if any - in case the Service Level is not reached, provided however that the Customer bears the burden of proof for any damages and confirmed Service Credits must be offset against any claims for damages.

### **3.5 Events beyond HiveMQ's Control**

The following events are beyond the reasonable control of HiveMQ and are not taken into account for determining the Service Level. They are therefore not included as Downtimes in the calculation of the Monthly Uptime Percentage.

- a. Events in public cable networks, computer networks or the Internet that occur outside the sphere of influence of HiveMQ and temporarily or permanently impair or even exclude the use of the SaaS Services and for which HiveMQ is not responsible;
- b. Events beyond the control of HiveMQ in which the availability of the servers of HiveMQ or its subcontractors is impaired or even excluded due to technical or other problems (including but not limited to force majeure, fault of third parties including DDoS attacks, network intrusions, denial of service attacks etc.) for which HiveMQ is not responsible, taking into account customary market standards;
- c. Suspension of access to or provision of SaaS Services in exercise of HiveMQ's rights in accordance with the HiveMQ SaaS-Terms in the event of a breach of Customer obligations;
- d. Events resulting from the use of services, hardware, or software provided by a third party and not within the control of HiveMQ, including issues resulting from inadequate bandwidth;
- e. Events resulting from Customer's failure to use MQTT clients with acceptable implementation and configuration values as recommended by HiveMQ under <https://www.hivemq.com/mqtt-client-library-encyclopedia/>.



- f. Events resulting from Customer's unlawful or contract-violating action or lack of action when required, including those of Customer's users or by means of Customer's passwords;
- g. Unavailability due in whole or in part to any of the following: Failure by Customer to take any remedial action in relation to the SaaS Services as contractually agreed or reasonably required by HiveMQ, or otherwise preventing HiveMQ from doing so or Customer's failure to provide information reasonably and lawfully required by HiveMQ in order to provide SaaS Services.