

## **Annex C HiveMQ Support Policy**

This Annex C – HiveMQ Support Policy governs the provision of Support Services for HiveMQ Software offered under the applicable HiveMQ Subscription 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 Software 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 Software 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 Software 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 Software:

- (a) “**Major Version**” means a version of HiveMQ Software resulting in major enhancements to the HiveMQ Software 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 Software and is identified by the second number of the HiveMQ Software’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 Software with a fix of certain issues and is identified by the third number of the HiveMQ Software’s version numbering (e.g. HiveMQ x.x.1).
- (e) “**Hotfix Versions**” means a version of HiveMQ Software 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:

	Basic Support	Extended Support
<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 Time*</b> (within Support Hours)	3 business days	1 business day
<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 Software;
- (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.