

## MEMGRAPH SUPPORT - TERMS AND CONDITIONS

### INTRODUCTION

Memgraph offers varying tiers of support (“Support”) of the Memgraph Enterprise self-hosted software (“Software”) and its Memgraph Cloud fully managed service offerings (each a “Service”) to its enterprise customers: Standard, Advanced, and Gold Support (each a “Support Tier”). In addition, there is also Development Support with the intention of accelerating the process of deploying graph workloads in production for the first time. If no Support Tier has been contracted for, Standard Support will be provided. The terms and conditions herein apply to all Support Tiers, except as expressly noted.

### 1 DEFINITIONS

- 1.1 “Designated Contact(s)” means designated Customer personnel who are technically qualified and have been authorized by Customer to request Memgraph support, up to the number of personnel specified in Section 2 of these terms and conditions.
- 1.2 “Supported Instance” means the Instances running the Software pursuant to an enterprise license or an eligible instance of the Service during a Subscription Term.

### 2 SUPPORT

- 2.1 **Eligibility.** Customers are not entitled to support during a Subscription Term unless they have ordered and paid for a valid subscription and/or licensing costs as provided in the applicable Order Document.
- 2.2 Memgraph will provide support services as described in these Support Terms and Conditions for the applicable tier of support purchased by Customer. Memgraph may suspend support performance if payment is not received when due.
- 2.3 **Accessing Support.** Support is accessed by Designated Contacts opening a ticket through the online support portal at <https://support.memgraph.com>, or by email at [support@memgraph.com](mailto:support@memgraph.com) or by phone call in the case of S1 severity (defined in 4.1). Our support obligation is limited to using reasonable efforts to remedy a reported failure of the Software or Service to operate substantially in accordance with its Documentation.
- 2.4 **Support Lines.**
  - 2.4.1. **First Line Support** records the issue in detail so it can be investigated. If the problem can be addressed simply (for example, by configuration), they may address it immediately.
  - 2.4.2. **Second Line Support** performs detailed diagnostics to understand the issue, including configuration, logs and related metrics, to identify the source of the problem.
  - 2.4.3. **Third Line Support** is responsible for the engineering efforts to change the product to address the specific diagnosed problems.
- 2.5 Customers will provide first line support across their organization and then contact Memgraph with the details required for diagnostics.
- 2.6 Partners are responsible for first and second line support and will carry out diagnostics to determine whether the issue is related to a Memgraph fault. They will then contact Memgraph with the diagnostic details required.
- 2.7 **Designated Contacts.** Based upon your Support Tier, Customer shall be entitled to designate the number of designated contacts specified below:

Support Tier	Number of Designated Contacts
Standard	2
Advanced	4
Gold	6

2.8 **Support Hours.** Based upon your Support Tier, the Memgraph Support Hours are as follows:

Support Tier	Support Hours
Standard	8 AM to 6 PM GMT (Monday-Friday, excluding Bank and other Public Holidays).
Advanced	8 AM to 12 AM GMT (Monday-Friday, excluding Bank and other Public Holidays).
Gold	24/7

2.9 Additional Support Information. Based upon your Support Tier, you are entitled to the following, as described herein:

	Standard	Advanced	Gold
Contact Method	Web portal Email	Web portal Email Phone for Severity S1 issues	Web portal Email Phone for Severity S1 issues

### 3 UPDATES AND UPGRADES

3.1 Support for Memgraph Enterprise Software includes a license or right to access and use all new releases of the Software that Memgraph issues during the Customer's Subscription Term, which incorporate updates or upgrades. Any Software that is provided as an update or replacement may only be installed as an update to the original Software and is subject to the same licensing terms and conditions. In order to provide updates and upgrades, Memgraph may make changes to the Service and update applicable Documentation accordingly. Subject to obligations to provide the Service to a Customer under an existing Order Document, Memgraph may discontinue the Service, or any portion or feature of the Service, for any reason without any liability.

### 4 SUPPORT SEVERITY LEVELS; RESPONSE TARGETS

4.1 Memgraph classifies Support issues by severity level. Memgraph will use reasonable efforts to acknowledge a Customer's properly submitted support ticket and commence Support efforts based upon the severity level as set forth below during Support Hours, based upon the applicable Support Tier:

Severity Level	Description	Support Activity	Standard Support Target	Advanced Support Target	Gold Support Target
S1 - Urgent	<b>System Outage</b> Severe problem that prevents the customer or workgroup from performing critical business functions.	Response Time	4 Business Hours	2 Business Hours	1 Hour
		Update Frequency	12 Business Hours	4 Business Hours	2 Hour
S2 - High	<b>Job Function Impaired</b> The customer or workgroup is able to perform the job function, but its performance has degraded or been limited.	Response Time	12 Business Hours	8 Business Hours	4 Hours
		Update Frequency	48 Business Hours	24 Business Hours	12 Hours
S3 - Low	<b>Minimal Impact</b> Minimal system impact; includes feature requests and other non-critical questions.	Response Time	48 Business Hours	24 Business Hours	12 Hours
		Update Frequency	-	-	-

- 4.2 For each support issue mentioned in 4.1, the appropriate Service Level can be agreed upon in the Service Level Agreement (SLA), which is part of the Order Document.
- 4.3 Updates will normally be provided through the Web Portal and/or email. Customers will also be invited to a monthly call to discuss any outstanding issues and planned resolutions.
- 4.4 Enhancements and new features will be scheduled if they are beneficial to the product roadmap at Memgraph's discretion.

## 5 MEMGRAPH PRODUCT SUPPORT LIFECYCLE AND VERSIONING POLICY

- 5.1 Memgraph will provide Support and Maintenance Services only for the Software and the Service specified in this Support Policy for which the Customer has purchased Support.

Product	Maintenance Policy
Memgraph Enterprise	<p>Memgraph <b>STABLE</b> releases are supported for 18 weeks (3 release cycles) after the release date. Memgraph <b>LTS</b> releases (approx. every 6 months) are supported for 1 year after the release date.</p> <p>Bugs and security issues are fixed in the latest <b>STABLE</b> and active <b>LTS</b> releases (the last two).</p> <p>If an issue is identified that has been addressed in a current release, Memgraph will require the Customer to upgrade to a current version of the software to address the issue.</p> <p>Memgraph is only required to address issues with the Memgraph software before the EOL dates. All new requirements will be developed using the latest software release.</p>
Memgraph Cloud	<p>Memgraph will notify customers in advance about Memgraph Cloud maintenance. Scheduled maintenance activities are typically conducted on weekends, can potentially last up to a few hours, and may minimally impact your production clusters. Maintenance notifications are sent to the email address associated with your account. In addition, a Memgraph support representative may contact you to provide additional status updates, and/or to inquire about additional contacts that should be notified.</p>

- 5.2 **Memgraph Enterprise Software:** Versioning Policy of Memgraph Enterprise Software has major, minor and maintenance versions. Customers can find a list of all released Memgraph Enterprise Software versions in the Memgraph documentation.

- 5.2.1. **Major.** Memgraph Enterprise Software versions contain significant features, including major market innovations. Memgraph recommends upgrading to the latest major version as soon as possible.
- 5.2.2. **Minor.** Memgraph Enterprise Software versions contain smaller features, including performance and stability improvements targeted at Enterprise use cases. Memgraph recommends upgrading to the latest minor version as soon as possible.
- 5.2.3. **Patch.** Memgraph Enterprise Software versions contain bug fixes and other performance and stability improvements. Patch versions are released often, depending on customer demand and bug fixes made. Memgraph recommends upgrading to the latest patch version only if specific bug fixes are needed.

- 5.2.4. **Build.** Memgraph Enterprise Software versions contain strictly bug fixes and security updates. Build versions are mostly released when an LTS version needs fixes or security updates. Memgraph recommends upgrading to the latest build version as soon as possible.

## 6 DEVELOPMENT SUPPORT

Development Support grants access to engineers from Memgraph, accelerating development stages from prototype to production.

Description	Response Time	Support Hours
<p>Includes help with:</p> <ul style="list-style-type: none"><li>• installation</li><li>• developer tools setup</li><li>• usage and modeling</li><li>• configuration</li><li>• diagnosis</li><li>• bug reporting.</li></ul> <p>Gives development advice on:</p> <ul style="list-style-type: none"><li>• application architecture &amp; design</li><li>• best practices &amp; tuning</li><li>• graph database porting.</li></ul> <p>Does NOT include:</p> <ul style="list-style-type: none"><li>• production application issues</li><li>• wholesale application debugging</li><li>• debugging modified system-level packages</li><li>• third-party products.</li></ul>	2-4 Days	8 AM to 6 PM GMT (Monday-Friday, excluding Bank and other Public Holidays).

## 7 EXCLUSIONS

- 7.1 Memgraph will have no support obligations for any conditions attributable to: (i) Customer's application(s), other (non-Memgraph provided) software, Service, hardware or infrastructure, (ii) negligence or misuse or abuse of the Software; (iii) use of the Software or Service other than in accordance with Memgraph's official and applicable specifications; (iv) modifications, alterations, or configuration to the Software or Service made by a party other than Memgraph or a party authorized by Memgraph, including Customer; or (v) use of the Software with any non-Memgraph Software outside the typical, recommended or reasonably anticipated use of the Software within its specifications ("Excluded Conditions").

## 8 CONDITIONS TO MEMGRAPH'S SUPPORT OBLIGATIONS

- 8.1 Customer needs to do the following as a condition to Memgraph's provision of Support: (i) pay all applicable fees; (ii) designate from time to time a reasonable number of Designated Contacts (up to the number set forth in Section 2) who are authorized to contact Memgraph for Support, and these are Customer's only personnel entitled to contact Memgraph for Support; (iii) use the Software or Service in a supported configuration and maintain Software within the then-current supported version; (iv) refrain from arbitrarily changing product settings or configurations reasonably recommended by Memgraph; (v) ensure that proper Software licenses or Service subscription have been purchased and adhere to all licensing terms and conditions; and (vi) make available to Memgraph any of customer's systems data, information and other materials reasonably required by Memgraph for the Support, the accuracy of which is customer's responsibility.

## 9 NON-TRANSFERABILITY

- 9.1 Customer's support is not transferable, except as expressly set forth in the applicable software subscription agreement or Terms of Service with a Customer. Designated Contacts may not include non-employees of Customer, including third-party customers of your application or service.

## **10 MISCELLANEOUS**

- 10.1 All Support will be provided in the English language unless agreed otherwise in writing and shall be delivered on a remote basis from Memgraph facilities and not onsite at the Customer's premises.