

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 Support and Advanced Support (each a “Support Tier”). 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 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 performance of support, if Memgraph does not receive payment 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 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 issue in detail so it can be investigated. If the problem can be addressed simply (for example by configuration) they may address the problem immediately.
 - 2.4.2. **Second Line Support** does the detailed diagnostics in order to understand the issue including both 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 the issue is related to a Memgraph fault . They will then contact Memgraph with the details required for diagnostics.
- 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

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).

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

	Standard	Advanced
Contact Method	Web portal Email	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 are issued by Memgraph during Customer's Subscription Term which incorporate updates or upgrades. Any Software which is provided as an update or replacement may only be installed as an update to the original Software only and 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 a 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
S1 - Urgent	System Outage Severe problem that prevents the customer or workgroup from performing critical business functions.	Response Time	2 Business Hours	1 Business Hour
		Update Frequency	12 Business Hours	4 Business Hours
S2 - High	Job Function Impaired Customer or workgroup able to perform job function, but performance of job function degraded or limited.	Response Time	12 Business Hours	8 Business Hours
		Update Frequency	48 Business Hours	24 Business Hours
S3 - Low	Minimal Impact Minimal system impact; includes feature requests and other non- critical questions.	Response Time	48 Business Hours	24 Business Hours
		Update Frequency	-	-

- 4.2 For each support issue mentioned in 4.1, it's possible to agree on the appropriate Service Level as a part of the Service Level Agreement (SLA), which is a part of the Order Document.
- 4.3 Updates will be normally provided through the Web Portal and or email. There will also be an arranged monthly call with customers to discuss any outstanding issues and planned resolution.
- 4.4 In the case of enhancements and new features, they will be scheduled, if determined to be beneficial in 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 Customer has purchased Support.

Product	Maintenance Policy
Memgraph Enterprise	<p>Memgraph major releases are supported for 1 year after the General Availability (GA) of the next major release, Bugs, and security issues are fixed in the latest minor release of all active major versions.</p> <p>If an issue is identified which has been addressed in a current release, Memgraph will require the Customer to upgrade to a current version of the software in order to address the issue.</p> <p>Memgraph is only required to address issues for Memgraph software before the EOL dates. All new requirements and requirements will be developed on the latest release of the software.</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. Major versions are released approximately once a year. 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.

6 EXCLUSIONS

- 6.1 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").

7 CONDITIONS TO MEMGRAPH'S SUPPORT OBLIGATIONS

- 7.1 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.

8 NON-TRANSFERABILITY

- 8.1 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.

9 MISCELLANEOUS

- 9.1 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 Customer's premises.