

HiveMQ Consolidated Support Policy

V2.1 March 2024

This HiveMQ Consolidated Support Policy below (this “**Support Policy**”) provides the terms applicable to customer support available from HiveMQ for paid subscriptions to:

- HiveMQ SaaS products purchased as part of a HiveMQ Cloud Service (“**Cloud Support**”), and
- HiveMQ Software and “Self-Managed” product offerings (“**Support for Self-Managed Software**”).

For each paid subscription to a product from HiveMQ, the applicable terms in this Support Policy shall govern unless otherwise expressly agreed by the Parties in the Order Form or other agreement governing the Services (hereinafter “**Agreement**”). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Agreement.

I. Support Overview

Table 1 - HiveMQ Support Levels

	<i>Community⁽¹⁾</i>	Silver⁽⁵⁾	Gold	Platinum⁽⁵⁾
Support Hours and Methods *Free offerings have access to self-help resources	<i>Community Supported</i>	Business Day Support Support via Jira Site Widget and Jira Portal	Business Day Support with 24/7 for P1 ⁽²⁾ Support via Jira Site Widget and Jira Portal	Business Day Support with 24/7 for P1 ⁽²⁾ Support via Jira Site Widget and Jira Portal
Target Initial Response Times P1: <i>High Severity</i> P2: <i>Medium Severity</i> P3: <i>Low Severity</i> P4: <i>Request for Information</i>	<i>N/A</i>	P1: 8 Business Hours P2: 2 Business Days P3: 3 Business Days P4: 5 Business Days	P1: 4 hours ⁽³⁾ P2: 1 Business Days P3: 2 Business Days P4: 3 Business Days	P1: 1 hour ⁽³⁾ P2: 4 Business Hours P3: 1 Days P4: 2 Days
Who can raise Support Tickets?	<i>Anonymous online submission available</i>	Named Designated Contacts Up to 1 Designated Contact Allowed	Named Designated Contacts Up to 2 Designated Contacts Allowed	Named Designated Contacts Up to 5 Designated Contacts Allowed
Phone Support	<i>N/A</i>	<i>N/A</i>	Regional Phone Number Provided for Incident Followup	Regional Phone Number Provided for Incident Followup
Escalation	<i>N/A</i>	<i>N/A</i>	Escalation path via phone or email for P1 incidents	Escalation path via phone or email for P1 incidents
Languages	<i>N/A</i>	English, German	English, German	English, German
Specific to HiveMQ Self-Managed Software:				
<i>HiveMQ Updates Included in Subscription</i>	<i>N/A</i>	Minor Version ⁽⁴⁾ Updates and Patches	Major Version ⁽⁴⁾ Releases, Minor Version Updates, Patches,	Major Version ⁽⁴⁾ Releases, Minor Version Updates, Patches, Bug Fix Releases,

<i>What Software is Supported?</i>	<i>N/A</i>	Latest Released Major Version	Latest Release Major Version, and Prior Major Versions released within prior 18 months unless product has been deprecated. ⁽⁴⁾	Latest Release Major Version, and Prior Major Versions released within prior 18 months unless product has been deprecated. ⁽⁴⁾
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Notes:

- (1) Community Support is not governed by this Support Policy as it is available on websites subject to separate terms of use and policies.
- (2) Support Requests may be submitted online 24/7 but responses are governed by Support Hours. Support Hours exclude public holidays except for P1 tickets. A Bank Holiday list available upon request.
- (3) When escalated via phone or email¹. When submitted as an online ticket, P2 Target Initial Response Times apply.
- (4) Upgrade guides provide useful definitions regarding versions - see <https://docs.hivemq.com/hivemq/latest/upgrade/index.html>. See Agreement and HiveMQ Deprecation policies for terms relating to deprecating support for a product or feature. HiveMQ software
- (5) Customers of the HiveMQ "Basic" level of support as of January 2024 are entitled to the "Silver" level outlined in this Support Policy, going forward. Customers of HiveMQ's "Extended" level of support as of January 2024 are entitled to the "Gold" level as outlined in this Support Policy, going forward.

II. Definitions

"Bank Holidays" means those public federal holidays that are overlapping in the United States of America and in Bavaria, Germany.

"Business Day Support" means support during the hours of 9:00 CET to 18:00 EST, Mondays through Fridays, excluding Bank Holidays.

"Business Hours" means those hours during which Business Day Support is performed.

"Community Supported" refers to the support available from the open exchange of ideas by users of the HiveMQ products using various web sites and tools, which may change or be withdrawn at any time and may be subject to separate terms of use. Some current examples are community.hivemq.com and hivemq.com/slack.

"Designated Contact(s)" means the individual(s) within Customer's organization assigned in accordance with Section III (2) of this Support Policy.

"Cloud Service" for the purpose of this policy refers to a HiveMQ product to which Customer has subscribed that is provided in a software-as-a-service model, hosted by HiveMQ, for which operational management of the software environment is the responsibility of HiveMQ and its service providers.

"Self-Managed" for the purpose of this policy refers to a HiveMQ product to which Customer has subscribed that is delivered in the form of executable code to be downloaded, hosted and managed by Customer. HiveMQ Self-Managed Software in this Support Policy includes those HiveMQ software products to which Customer subscribed that are labeled as **"Self-Managed."**

"Incident(s)" means those issues relating to the HiveMQ Cloud Services or HiveMQ Self-Managed Software that are within the scope of the Support Services, as set forth below.

"New Feature" means a product functionality which is currently not existing that is desired by Customer.

"Order Form" means a contractual document, issued by HiveMQ and executed by Customer and HiveMQ specifying the HiveMQ Cloud Services, HiveMQ Self-Managed Software, and/or other services purchased by Customer.

"Priority Levels" are used to help prioritize Incidents and are defined as follows:

"Priority 1 ("P1") – High Severity" means an Incident preventing Customer from continuing the use of the Service, or critically impacting a core function of the Service or Customer's environment causing the Service to experience downtime. No workaround is known to Customer.

"Priority 2 ("P2") – Medium Severity" means an Incident preventing Customer from continuing the use of a non-core function of the Service that does not affect the performance or functionality of Customer's

¹ The applicable email and phone numbers will be communicated to the Customer separately.

environment in its entirety. The Incident impacts Customer's ability to use the Service, the severity of which is significant and may be repetitive in nature. Priority 2 is the highest possible level for all non-production systems.

"Priority 3 ("P3") – Low Severity" means minor errors, which do not inhibit any of the core functionality of the Service. The error negligibly impacts Customer's ability to use the Service, and the Service remains mainly functional. This Priority Level may include any Service issue with a viable workaround.

"Priority 4 ("P4") – Request for Information" includes minor, cosmetic, or documentation-related issues, and enhancement requests that are not time-sensitive. There is no impact on the Service's existing features, functionality, performance or stability. This Priority Level includes any development support related incidents.

"Support Hours" means the period of time during which support is provided based on the Support Level as set forth in Table 1 above.

"Support Portal" means a web portal for the submission of Service Requests tickets in connection with Incidents made available by HiveMQ to Customer.

"Service Request" means a Customer request for assistance from HiveMQ with respect to an Incident.

"Support Services" means support for HiveMQ Self-Managed Software or HiveMQ Cloud Service, as applicable.

"Update" means a new version of a HiveMQ product. Self-managed updates will be available to download within the HiveMQ Support Portal and automatically installed for HiveMQ Cloud Services.

III. Contracted Support Coverage

1. Duration. HiveMQ shall provide Support Services during the Term of the purchased HiveMQ Cloud Service or HiveMQ Self-Managed Software, as specified in the Agreement. Self-help resources may be available at the discretion of HiveMQ for users of the free offerings.

2. Appointment of Designated Contacts. To receive Support Services as designated in Table 1, Customer shall (i) appoint at least one Designated Contact but no more than the number of Designated Contacts authorized under the Service, and (ii) notify HiveMQ in written form (email is sufficient) of the names and contact details of the Designated Contact(s) as well as of any updates to such list without undue delay. All Service Requests must be made by a Designated Contact in order to receive Support Services under this Support Policy.

3. Response to Service Requests. HiveMQ will use commercially reasonable efforts to meet the Target Initial Response Times outlined in Table 1 for the applicable Priority Level. The Priority Level shall be indicated by Customer with each Service Request. HiveMQ may reclassify the Priority Level at its sole discretion.

4. Scope of Support Service.

The Support Services provided by HiveMQ **INCLUDE** the following:

- (a) Access to and use of the Support Portal, including a self-service knowledge base and the ability to submit Service Requests;
- (b) Submission of Service Requests with no express limit on the number of Service Requests Incidents, but it must be reasonable;
- (c) Incident Support which involves identifying and troubleshooting problems in the Cloud Service or Self-Managed software, with disclosure of root cause analysis for any P1 Incidents;
- (d) Assistance with creating enhancement or bug-fix requests for submission to the HiveMQ development team consideration;
- (e) High-level guidance regarding Cloud Services and Self-Managed software configuration and options for integration with other HiveMQ products;
- (f) Basic instruction on use of HiveMQ APIs (Integration assistance with third party software and systems requires a professional services project.)

The Support Services do **NOT INCLUDE** the following (HiveMQ has professional services offerings that may address some of these services):

- (a) Support Requests during a period Customer has not fully paid all Fees due to HiveMQ;
- (b) Product training;
- (c) Deployment and capacity planning;
- (d) Best Practice and industry use advice;
- (e) Setup and configuration of a Customer system - though some guidance and reference to documentation may be provided;
- (f) Third party system integration;
- (g) Maintenance and support of Customer's system environment for operation of Self-Managed software or for integration to a Cloud Services system, including, but not limited to, mobile hardware and third-party applications used by Customer in connection with the Self-Managed software or Cloud Services;
- (h) Migration and data conversion services;
- (i) 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 data entries or due to modifications of any HiveMQ software scripts or source code by employees or contractors of Customer and/or its Affiliates;

- (j) IT architectural guidance and consulting on how to integrate HiveMQ products into Customer's specific use case;
- (k) Support in languages other than German and English; and
- (l) Assistance with Self-Managed software that uses extensions or customizations that are not certified by HiveMQ in line with the applicable Product Exhibit.

5. Submission of Service Requests

- (a) Customer shall submit all Service Requests via the Support Portal to HiveMQ.² HiveMQ shall only respond to Incidents involving Services purchased within Customer's Order Form.
- (b) Customer shall use reasonable efforts to fix any error, bug, malfunction or network connectivity defect before submitting a Service Request to HiveMQ.
- (c) All Service Requests shall be accompanied with a suggested Priority Level. HiveMQ reserves the right to review and, in its sole discretion, correct Customer's suggested Priority Level if HiveMQ believes that Customer's suggestion is incorrect. Any such changes to the suggested Priority Level shall be communicated to Customer. Customer may appeal any such Priority Level reclassification to HiveMQ's support management for review through any available support channel. Customer needs to provide proof in accordance with the Priority Level definition that HiveMQ's Priority designation was incorrect. At its sole discretion, HiveMQ then reserves the right to either accept or reject Customer's Priority Level reclassification appeal.
- (d) Customer shall provide all requested diagnostic and technical information and assist HiveMQ as may be reasonably required to resolve a Service Request.
- (e) 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, but shall use reasonable efforts to convey such status to Customer.
- (f) If HiveMQ deems a Service Request to be a New Feature Service Request, HiveMQ will log such Service Request for consideration to add to a future update or release of the product portfolio and will consider the matter closed. HiveMQ is under no obligation to respond to or resolve any New Feature Service request or to include any such New Feature in any future version.
- (g) For verification of Designated Contact status and communication purposes, Customer shall provide only the email address of the Designated Contact who submits the Service Request. When uploading evidence or information related to an Incident in the form of e.g., log files or screenshots/screen captures, Customer shall ensure that (1) all personal data/personally identifiable information ("PII") has been anonymized or redacted before being uploaded into the Service Request; and (2) if redacting or anonymizing the PII is technically impossible, the respective data subject has consented to the processing of the related PII or the processing is carried out on another legal basis.

6. Supported Software Versions for Self-Managed Products

- a) **Supported Versions.** With Silver, Gold and Platinum Support Levels, HiveMQ supports the current Major Version of HiveMQ software. Each Feature Version is supported for one (1) 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 support portal at <https://www.hivemq.com/supported-versions>.
- b) **Delivery of new Versions.** As designated in Table 1, Support for Self-Managed software may include the delivery of Updates for HiveMQ software components, as defined below:
 - i) **"Major Version"** means a version of a HiveMQ software component or product resulting in major enhancements to the HiveMQ software and is identified by the first number of the software product or component version numbering (e.g. HiveMQ 3.x.x).

² All types of Service Requests can be submitted via the Support Portal. In order to benefit from the P1 response times, Customers eligible for Gold and Platinum Support need to escalate the Incident via phone or email.

- ii) **“Feature Version”** means a version includes minor enhancements and/or error corrections to HiveMQ software and is identified by the second number of the software product or component version numbering (e.g. HiveMQ x.2.x).
- iii) **“Long Time Support (LTS) Version”** means a special Feature Version that focuses on performance and stability improvements. LTS Versions offer longer support than regular Feature Versions of HiveMQ.
- iv) **“Maintenance Version”** means a new version of HiveMQ software with a fix of certain issues and is identified by the third number of the software product or component version numbering (e.g. HiveMQ x.x.1).
- v) **“Hotfix Version”** 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.