

HiveMQ Consolidated Support Policy

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

- HiveMQ SaaS “Cloud” products offerings (“Cloud Support”), and
- HiveMQ Software “Self-Managed” product offerings (“Self-Managed Software Support”).

For each paid subscription to a HiveMQ Service, 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

	Community	Silver	Gold	Platinum
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: High Severity P2: Medium Severity P3: Low Severity P4: Request for Information	N/A	P1: 8 Business Hours P2: 2 Business Days P3: 3 Business Days P4: 5 Business Days	P1: 4 hours P2: 1 Business Day P3: 2 Business Days P4: 3 Business Days	P1: 1 hour P2: 4 Business Hours P3: 1 Business Day P4: 2 Business 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	N/A	N/A	Regional Phone Number Provided for Incident Follow-up	Regional Phone Number Provided for Incident Follow-up
Escalation	N/A	N/A	Escalation path via phone or email for P1 incidents ¹	Escalation path via phone or email for P1 incidents ²
Languages	N/A	English, German	English, German	English, German

Notes:

- (1) Community Support is subject to separate terms of use and policies in accordance with the link(s) below.
- (2) Support Requests may be submitted online 24/7 but target response times are subject to Support Hours. Support Hours exclude public holidays except for P1 tickets. A Bank Holiday list is available upon request.
- (3) Upgrade guides provide useful definitions regarding versions – see <https://docs.hivemq.com/hivemq/latest/upgrade/index.html>.

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

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II. Definitions

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

“Business Day Support” means support during the hours of 9:00 CET to 18:00 EST (9:00AM CET-6:00PM 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 Services 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.

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

“Cloud Service” or “SaaS Service” for the purpose of this Support Policy refers to a HiveMQ Service that is licensed to Customer and is provided as a cloud-based, 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” or “Software Service” for the purpose of this Support Policy refers to a HiveMQ Service that is licensed to Customer and installed within the Customer’s IT environment through an On-Premise software model. 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 and that is desired by Customer.

“Order Form” means a contractual document, issued by HiveMQ specifying the HiveMQ Services and 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 HiveMQ Service, or critically impacting a core function of the HiveMQ Service or Customer’s environment causing downtime. No workaround is known to Customer. Priority 1 is the highest possible level for production systems only.

“Priority 2 (“P2”) – Medium Severity” means an Incident preventing Customer from continuing the use of a non-core function of the HiveMQ Service that does not affect the performance or functionality of Customer’s environment in its entirety. The Incident impacts Customer’s ability to use the HiveMQ 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 HiveMQ Service. The error negligibly impacts Customer’s ability to use the HiveMQ Service which remains mainly functional. This Priority Level may include any HiveMQ 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 HiveMQ Service’s existing features, functionality, performance or stability. This Priority Level includes any development support related Incidents.

“Support Hours” means the period 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 Request 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 Services under this policy, as applicable.

“Update” means a new version of a HiveMQ Service. Self-Managed Product updates will be available for Customer 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 Service, 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 authorized Designated Contacts, 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 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) The right to submit Service Requests in a reasonable amount; there is however no express limit on the number of Service Requests that can be submitted;
- (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's consideration;
- (e) High-level guidance regarding the Services configuration and options for integration with other HiveMQ Services;
- (f) Basic instruction on the use of HiveMQ APIs (However, the integration assistance with third party software and systems requires a professional services project.)

The Support Services do not include the following:

Requests during a period Customer has not fully paid all Subscription Fees due to HiveMQ; Product training; Deployment and capacity planning; Best practice and industry use advice; Setup and configuration of a Customer system - though some guidance and reference to the Documentation may be provided; (ii) Third party system integration; (iii) Maintenance and support of Customer's system environment, including, mobile hardware and third-party applications used by Customer in connection with the Services; (iv) Migration and data conversion services; (v) Identification of errors caused by

Force Majeure, environmental conditions, defective mobile hardware or errors caused by Customer, including incorrect or incomplete data entries or modifications of any HiveMQ Services; (vi) IT architectural guidance and consulting on how to integrate HiveMQ Services into Customer's specific use case; and (vii) Assistance with Self-Managed Software that uses extensions or customizations that are not certified by HiveMQ.

5. **Submission of Service Requests**

- (a) Customer shall submit all Service Requests via the Support Portal to HiveMQ.³ HiveMQ is only obligated to respond to Incidents involving HiveMQ Services purchased via 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 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 only provide 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 Latest released Feature Version or LTS of a Major Release. LTS Versions receive minimum two (2) years of support or 6 months after a new LTS Version is release, while standard Feature Versions receive one (1) year of support. This period begins with the initial x.y.0 release and applies to all subsequent Maintenance Versions in that line. Patches for issues found in older versions are delivered in newer releases. Customer may be asked to update to the latest Maintenance Version of the currently used and supported Major Version whenever a defect 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:

³All types of Service Requests, including P1 Incidents, may be submitted via the Support Portal and will receive the applicable Target Initial Response Times set out in Table 1.

- i. **“Bug fix Release”** 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.
- 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 the 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. **“Major Version”** means a version of a HiveMQ Software component or HiveMQ Service 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).