YUGABYTEDB MANAGED SUPPORT SERVICES AGREEMENT

Last Updated: March 8, 2022

Prior versions of this Software Support Services Agreement are available [here](#).

This is Yugabyte, Inc.'s ("Yugabyte") Software Support Services Agreement ("Support Agreement"). It supplements the terms and conditions of any license agreement between Yugabyte and a Customer which references or incorporates this Support Agreement (collectively referred to as "EULA"). All capitalized terms not defined herein have the same meaning as defined in the EULA. In the event of a conflict between the terms of this Support Agreement and those of the EULA, the terms set forth in the EULA shall supersede and control.

1. **DEFINITIONS**.
    1.1. "Business Hours" means Monday to Friday, 9:00am-5:00pm based on the location of the primary customer contact and should be indicated to Yugabyte during initial support onboarding. For example, for a customer based in New York, Business Hours will be 9am-5pm EST or EDT, depending on the time of year local time. Standard Business Hours does not include local holidays.
    1.2. "Error" means a failure in the Software to materially conform to the specifications described in the Documentation.
    1.3. "Maintenance Release" means a generally available release of the Software that typically provides maintenance corrections only or high severity bug fixes, designated by Yugabyte by means of a change in the digit to the right of the second decimal point (e.g. Software 5.0 >> Software 5.0.1), or for certain Software, by means of a change in the digit of the Update number (e.g. Software 5.0 Update 1).
    1.4. "Modified Code" means any modification, addition and/or development of code scripts deviating from the predefined product code tree(s)/modules developed by Yugabyte for production deployment or use.
    1.5. "Software Release" means any subsequent version of the Software provided by Yugabyte after initial delivery of the Software, but does not include new Software products or services (as determined by Yugabyte).
    1.6. "Software Support Services" means the provision of Software-related telephone or web-based technical assistance by Yugabyte to Customer's technical contact(s) with respect to installation, Errors, and technical product problems.
    1.7. "Update" means maintenance releases to resolve Errors, such as bug fixes and patches, and minor releases which may include new features, functionality and minor enhancements.
    1.8. "Upgrade" means a major release which includes new features of functionality and enhancements which are made available from time to time and for which an additional fee may apply.

2. **PROVISION OF SOFTWARE SUPPORT SERVICES.**
    2.1. Yugabyte shall provide Software Support Services to Customer (1) commencing upon the Effective Date, (2) during the Subscription Period, and (3) subject to the terms of this Support Agreement, as set forth in Section 5.
    2.2. **End of Support Life.** Software has reached its End of Support Life when it is no longer supported by Yugabyte ("End of Support Life"). Yugabyte shall publicly post notice of End of Support Life of the affected Software and the timeline for

discontinuing support in the Release support policy at https://docs.yugabyte.com/latest/releases/#release-support-policy, which is subject to updates by Yugabyte from time to time. Yugabyte shall have no obligation to provide Software Support Services for Software after the End of Support Life.

2.3. This Support Agreement will automatically update to Yugabyte's then-current Support Agreement set forth at https://www.yugabyte.com/yugabyte-software-support-services-agreement/upon Customer's renewal of its EULA.

3. **EXCLUSIONS.** Software Support Services do not cover problems caused by the following, but Customer may request assistance from Yugabyte for such problems, for an additional fee:

3.1. Software which is not a Current Supported Software Releases as described in Section 5;

3.2. unusual external physical factors such as inclement weather conditions that cause electrical or electromagnetic stress or a failure of electric power, air conditioning or humidity control; neglect; misuse; operation of the Software with any other software, hardware, technology, data, or other materials not in accordance with the manufacturer's specifications; or causes other than ordinary use;

3.3. use of the Software that deviates from any operating procedures as specified in the Documentation;

3.4. Third Party Materials, other than the interface of the Software with the Third Party Materials;

3.5. network failures or network configurations;

3.6. Modified Code (in the event that Yugabyte suspects that a reported problem may be related to Modified Code, Yugabyte, may, in its sole discretion, (i) request that the Modified Code be removed, and/or (ii) inform Customer that additional assistance may be obtained by Customer directly from various product discussion forums or by engaging Yugabyte for consulting services for an additional fee);

3.7. issues relating to Software offered as a Service ("SaaS"), or other "X"aaS offerings;

3.8. any customized deliverables, including diagnostic tools, created by Yugabyte, Yugabyte partners or third-party service providers specifically for Customer as part of consulting services;

3.9. lost or damaged data; or

3.10. use of the Software with unsupported tools (i.e., Java Development Kit (JDK); Java Runtime Environment (JRE)), APIs, interfaces or data formats other than those included with the Software and supported as set forth in the Documentation.

4. **CUSTOMER RESPONSIBILITIES.** Yugabyte's obligations regarding Software Support Services are subject to the following:

4.1. Customer agrees to receive communications from Yugabyte via e-mail, telephone, web, and other formats, regarding Software Support Services (such as communications concerning support coverage, Errors or other technical issues and the availability of new releases of the Software and training options);

4.2.	Customer's technical contact shall cooperate to enable Yugabyte to deliver the Software Support Services;

4.3.	Customer is solely responsible for the use of the Software by its personnel and Third Party Agents, and shall properly train its personnel and Third Party Agents in the use and application of the Software;

4.4.	Customer shall promptly report to Yugabyte all problems with the Software, and shall implement any corrective procedures provided by Yugabyte promptly after Yugabyte provides it;

4.5.	Customer is solely responsible for protecting and backing up the data and information stored on the computers on which the Software is used and should confirm that such data and information is protected and backed up in accordance with any internal or regulatory requirements as applicable, before contacting Yugabyte for Software Support Services. Yugabyte is not responsible for lost data or information in the event of errors or other malfunction of the Software or computers on which the Software is used; and

4.6.	Customer will have dedicated resources available to work on a 24x7 basis on Severity One Errors.

## 5.	SOFTWARE SUPPORT SERVICES TERMS

### 5.1.	Requesting Software Support Services.

5.1.1.	Software Support Services are requested by submitting a support case by:

5.1.1.1.	reporting the issue using Yugabyte's online support system https://support.yugabyte.com ("Support Portal")

5.1.1.2.	sending email to support@yugabyte.com (only from email addresses that are pre-registered in Yugabyte's Software Support Services system)

5.1.2.	Customer will: (i) provide Yugabyte with reasonable detail of the nature of and circumstances surrounding the Error, and (ii) provide Yugabyte with reasonable access to Customer's environment as necessary to enable Yugabyte to provide Software Support Services.

### 5.2.	Severity Level & Response Times.

Severity is a measure of the relative impact an Error has on the use of the Software, as defined by Yugabyte, and assigned by Yugabyte and the Customer when opening a Support request. Response times depend on the severity level and the complexity of the Error. Error severity levels may be re-evaluated upon availability of a workaround. The Yugabyte Technical Support Engineer will use commercially reasonable efforts to respond to a case based on the Severity Level. Target Response Times begin once a case is opened by the Yugabyte Technical Support Engineer and continue during Business Hours until the case is closed.

SEVERITY	TARGET RESPONSE TIME & EFFORT
Severity One means Customer's production server or other mission critical system(s) are down and no workaround is immediately available and (i) all or a substantial portion of Customer's mission critical data is at a	1 Hour after submitting case through Support Portal. Yugabyte will use continuous efforts on a 24×7 basis to provide a resolution for any such problem as

significant risk of loss or corruption; (ii) Customer has had a substantial loss of service; or (iii) Customer's business operations have been severely disrupted.	soon as is commercially reasonable. Customer is advised to log a case via the Support Portal and select "Alert On-Call Engineer."
Severity Two means that major functionality is severely impaired such that (i) operations can continue in a restricted fashion, although long-term productivity might be adversely affected; (ii) a major milestone is at risk; ongoing and incremental installations are affected; or (iii) only a temporary workaround is available.	4 Business Hours after submitting case through Support Portal. Yugabyte will work during its normal hours of operation to provide a resolution for any such Errors as soon as is commercially reasonable. Customer is advised to log a case via the Support Portal.
Severity Three means a partial, non-critical loss of functionality of the Software such that: (i) the operation of some component(s) is impaired but allows the user to continue using the Software; or (ii) initial installation milestones are at minimal risk.	8 Business Hours Yugabyte will use commercially reasonable efforts during Business Hours to provide a resolution for any such Error.
Severity Four means general usage questions and cosmetic issues, including errors in the Documentation.	Next Business Day Yugabyte will use commercially reasonable efforts during its normal hours of operation to respond to this request.

5.3. **Release Support**
    5.3.1. For a maintenance support period of at least 1 year from the Minor Release first release date, Yugabyte will provide updates for such release.
    5.3.2. Following the maintenance support period, Yugabyte will provide technical support for at least an additional 180 days subject to the following guidelines:
        5.3.2.1. updates and upgrades will not be made to the Minor Release;
        5.3.2.2. Yugabyte will direct Customers to existing updates and workarounds applicable to the reported case; and
        5.3.2.3. Yugabyte may direct Customers to upgrade to a current release if a workaround does not exist.
    5.3.3. Yugabyte will post a notice of End of Life (EOL) for the affected Software and the timeline for discontinuing Software Support Services at https://docs.yugabyte.com/latest/releases/releases-overview/. Yugabyte has no obligation to provide Software Support Services for Software after EOL.
5.4. **Current supported Software releases** are listed at https://docs.yugabyte.com/latest/releases/. Starting with version \`2.2\`, Yugabyte

uses even a new release versioning convention for stable and latest releases. The following sections cover the new release versioning convention and descriptions of stable releases and the latest release. Maintenance and EOL support applies to even (stable) releases only. Customers are advised to not use odd (latest) releases in production. Yugabyte follows the semantic versioning [semver](#) convention for numbering release versions, modified slightly to use even and odd minor releases to denote stable and latest releases, respectively. Release versions follow the semantic versioning format of `MAJOR.MINOR.PATCH`, where non-negative integers are used for:

5.4.1. `MAJOR`— Includes substantial changes.

5.4.2. `MINOR` — Incremented when new features and changes are introduced.

5.4.3. 'EVEN` — Stable minor release, intended for production deployments.

5.4.4. `ODD` — Latest minor release, intended for development and testing.

5.4.5. `PATCH` — bug fixes and revisions that do not break backwards compatibility.

5.5. **Customer Providing L1 and L2 Support Services**. The Parties may agree, in writing, that Yugabyte provide training to Customer's skilled technical personnel ("Customer Personnel") so Customer Personnel may perform **(a)** Level 1 and Level 2 support services for its internal users and customers and **(b)** escalates, via a warm hand-off, Level 3 support to Yugabyte's Technical Support Engineer. In such cases, the parties will define the levels of support, respective responsibilities and, if applicable, training fees.