Commercial Support Descriptions and Service Levels

1. <u>Support Availability</u>.

- 1.1 Support Hours: Kubermatic will process support requests 9am 6pm, Central European Time/Central European Summer Time during Business Days ("Hours of Operation"), unless otherwise indicated in this support description. "Business Days" means Monday through Friday, excluding German Holidays. Any support requests received outside of the Hours of Operation will be logged and processed during the next Business Day. Target initial response times are based on the subscribed support level.
- 1.2 **Second Level Support**: Customer will provide first-level support to Customer end users. Kubermatic will provide second-level support to Customers only. If Customer wishes to change their designated contacts, it will notify Kubermatic via the Kubermatic Support Center at least 5 Business Days prior to the change.
- 1.3 Language of Support: All support provided by Kubermatic will be provided in English.

2. Support Request Submission.

- 2.1 **Customer Efforts to Fix Errors**: Prior to making a support request to Kubermatic, Customer will use reasonable efforts to fix any error, bug, malfunction or network connectivity defect without escalation to Kubermatic. Thereafter, a Customer designated contact may submit a written support request for technical support through the Kubermatic Support Center.
- 2.2 **Characterization of Support Requests**: Customer designates priority upon submission of support requests. Kubermatic reserves the right to change Customer's priority designation if Kubermatic believes that Customer's designation is incorrect and will inform Customer of any such change in its response to the support request. Customers may appeal any such reclassification to Kubermatic's support management for review through any available support channel.
- 2.3 **Procedures for Acknowledgement and Resolution of Support Requests**: When making a support request, Customer will provide all requested diagnostic information and assist Kubermatic support personnel as may be required to resolve a support request.
- 2.4 **Support Request Acknowledgement**: Kubermatic may respond to a support request by acknowledging receipt of the request. Customer acknowledges and understands that Kubermatic may be unable to provide answers to, or resolve all, support requests.
- 2.5 **Feature Support Requests**: If Kubermatic deems a support request to be a feature support request, Kubermatic will log such requests for consideration to add to a future update or release of the licensed software and will consider the matter closed. Kubermatic is under no obligation to respond to or resolve any feature request or to include any such feature request in any future update or release.
- 2.6 **Building Applications**: For clarity, Kubermatic will not have any obligation to write or build any applications or write code to facilitate applications.
- 2.7 **Alpha and Beta**: Although Kubermatic has no obligation to provide support for Alpha or Beta versions, features, or functionality of the licensed software, we will consider support requests at these development stages on a case-by-case basis.

3. <u>Support Response Times; Priority Definitions; Priority 1; Professional Services</u>.

3.1 Response Times:

Subscription Support Level	Business	Enterprise	Enterprise Plus
Coverage Hours	Hours of	Hours of Operation	Hours of Operation
	Operation	24 x 7 x 365 for P1	24 x 7 x 365 for P1
Initial Response Times for:			
Urgent (P1)	2 business hours	1 business hour (when initiated by phone)	1 business hour (when initiated by phone)
High (P2)	4 business hours	2 business hours	2 business hours
Normal (P3)	12 business hours	9 business hours	9 business hours
Low (P4)	18 business hours	18 business hours	18 business hours
Contact Methods	Web, & Phone	Web, & Phone	Web, Phone & Email (Ticket System Integration)
Number of Incidents	Unlimited	Unlimited	Unlimited
Number of Support Contacts	4	8	Unlimited

3.2 Support Case Priority Definitions:

Urgent (P1)	Any incident which causes a full production outage . Operations are halted, and there is no way to overcome the impact.	
High (P2)	Any incident which causes high impact to production software or severe impact to non-critical business operations . Usually operations are functional but operating in a degraded state and there is no known way to overcome the impact.	
Normal (P3)	Any incident which causes moderate impact to business operations. Usually operations are only minimally degraded or fully functional.	
Low (P4)	Any incident which causes low or no impact to business operations. Includes general inquiries, questions, or recommendations for product enhancements.	

3.3 Requesting and Receiving Support:

Support requests can be created at <u>https://support.kubermatic.com</u>. Kubermatic will use commercially reasonable efforts to communicate with your Support Contact, by phone or by email, within the Initial Response Times set forth in the table above, depending on your Plan. Note that a "response " means an acknowledgment of receipt of the ticket by Kubermatic, and beginning to work on your issue - it does not necessarily mean that Kubermatic will be able to resolve the issue within that timeframe. All Support will be provided in English. After the Initial Response, Kubermatic will provide status updates on the issue until the issue is resolved or the parties agree on an alternative update schedule.

3.4 P1 Procedure:

For the best service on Priority 1 issues we recommend:

- 1. Ensure the product involved in the full production outage is covered by a commercial support subscription.
- 2. First, opening a ticket to provide the relevant technical details.
- 3. After the ticket is open, call Kubermatic Technical Support by phone just call +49 40 6059071 13
- 4. During the call, provide your name, email, and phone number. Inform the support personnel that you have opened a Priority 1 incident and provide the ticket number. The ticket will then be routed to the appropriate Kubermatic support engineer who will contact you as appropriate.
- **3.5 Professional Services:** Depending upon the type, scope and/or duration of any professional services (e.g., implementation, configuration, data migration, or other forms of technical assistance) to be rendered, additional terms and conditions may apply.