ArangoDB Support Services
Terms and Conditions

The following ArangoDB Support Services Terms and Conditions (the "Support Terms") apply to the Customer set forth in the applicable Cover Sheet to the Master OEM Agreement (each, a "Cover Sheet"), the Order Form to the Master Services Agreement or the Master Reseller Agreement (each, an "Order Form") to any software licensed or otherwise offered to Customer by ArangoDB (collectively, "Software") pursuant to one of the foregoing agreements.

1. **Certain Terms**

   a) **"Business Hours"** refers to the times from Monday to Friday between 3:00 AM-12:00 PM Eastern Time (ET), excluding public holidays in North Rhine-Westphalia (Germany).

   b) **"Development Support Request"** refers to any written inquiry by email or another method approved by ArangoDB with respect to development technical questions or issues during the development phase of an application based on the Software sent by Customer to ArangoDB as agreed in these Terms as provided herein.

   c) **"Production Support Request"** refers to any written inquiry by email or another method approved by ArangoDB with respect to technical questions or issues with the Software used in production sent by Customer to ArangoDB as agreed in these Terms as provided herein.

   d) **"Error"** refers to any errors and outages occurring during the operation of the Software.

   e) **"Response Time"** refers to the time between receipt of Customer's Request and initial response from ArangoDB.

   f) **"Service Level"** means the Service Level selected in the Order Form or Cover Sheet, as applicable.

2. **Production Support Services.** The following provisions shall apply to all Production Support Services agreed between ArangoDB and Customer according to the Production Service Level.

   a) Scope of Production Support Services

   i. Production Support Services cover support for the production use of the Software. Issues or questions related to the development of customers' applications, solution architecture design recommendations, guidance on data-

modeling, database queries optimization and best practices, and testing guidance are not covered by Production Support Services .

ii. Subject to the terms of these Terms, ArangoDB will use commercially reasonable efforts to fix Errors that ArangoDB can successfully and reliably reproduce within the Software.

iii. Production Support Service for Customer is carried out by means of a ticket system provided to Customer by ArangoDB, through which Customer can send and categorize Production Support Requests. ArangoDB reserves the right to offer alternative means of contact, including phone or e-mail.

iv. Production Support Services only apply to the officially supported (non EOL-ed by ArangoDB) versions of the Software specified in the Cover Sheet or Order Form and its corresponding Service Level and do not cover hardware, software or other components which were not provided to Customer by ArangoDB, any versions of the Software altered, customized or amended by Customer or a third person, or any Errors caused by erroneous use of the Software or any use not in strict accordance with the Software Documentation.

b) Severity Definitions, Error analysis and Response Time

i. ArangoDB will commence with the analysis of Production Support Requests reported by Customer within the Response Time specified in the **Annex A** and the Service Level specified in the Cover Sheet or Order Form, as applicable (provided that, if no Service Level is specified in the Cover Sheet or Order Form, Customer's default will be the Standard Service Level) and will confirm receipt of the reported Production Support Request with an internal ticket ID.

ii. The severity level of the Production Support Request is selected by Customer according to the following severity levels:

Severity 1 ("critical"): Operation-impeding Error in a production environment:
- the Error impedes either the appropriate or commercially viable use of the Software or its essential parts in a production environment in a way that the Customer cannot reasonably continue work (complete loss of service); or

- production use of the Software is impossible or unacceptably limited or hindered due to such Error and there is no workaround currently available.

Severity 2 ("high"): Operation-limiting Error
- the Error severely interferes with the appropriate use of the Software or usage limitations exist with regard to an essential Software component, however, operations can continue in a restricted fashion.

Severity 3 ("normal"): Minor Error
- any other Error causing a minor loss of service. Includes without limitation, any flaws without severe effect on the processing; or

- lack of convenience, which do not lead to a significant loss of time.

Severity 4 ("low"): Usage Question

- questions regarding the use of the Software (no loss of service is involved).

iii. Unless expressly agreed upon otherwise in the Cover Sheet or Order Form (e.g., the Enterprise Edition Service Level includes 24x7 Support), times outside of ArangoDB's Business Hours are excluded from the calculation of Response Times and the Response Time is extended accordingly.

c) Cooperation Obligations of Customer. Customer will proceed as follows to report and categorize Production Support Requests:

i. If an Error occurs, Customer will send a request to ArangoDB regarding its repair by means of the ticket system provided. In doing so, Customer first has to categorize the Error in accordance with the severity level defined in Sec. 2.2.2 of these Support Terms. Consequently, ArangoDB will, on the basis of Customer's information, forward the request to the individual responsible for evaluation. After evaluation and verification of the categorization, if ArangoDB was able to successfully reproduce the Error, it will undertake commercially reasonable efforts to fix the Error, and Customer will receive a confirmation note according to Sec. 2.2.1 of these Support Terms.

ii. If the categorization of a Customer-submitted Production Support Requests is in ArangoDB's reasonable opinion of a lower category than reported by Customer and if Customer previously selected the wrong category at least three times, then Customer is obliged to reimburse ArangoDB for costs related to the detected Error for false categorization of the Error, and ArangoDB shall have no obligation to respond in the time set out in the Production Service Level Specification or these Terms.

iii. Customer must use the provided ticket system and adhere to the advice given by ArangoDB regarding the description, limitation, determination and reporting of possible issues (including Errors).

iv. Unless otherwise agreed upon in the Cover Sheet or Order Form Customer has to specify its Error reports and questions as detailed as possible. In particular, Customer has to communicate at least one and a maximum of three qualified employees (**"Technical Contact"**) responsible to determine and decide on Errors, functional enhancements, functional reductions as well as changes of the Software structure and may handle the entire communication with ArangoDB regarding technical issues. Should the Technical Contact or their contact information change, Customer is obliged to inform ArangoDB accordingly without undue delay. Customer may change no more than one Technical Contact per calendar quarter.

v. Customer grants ArangoDB access to the Software via telecommunication and ensures that the necessary prerequisites (such as configuration of the firewall,

etc.) for such access are met. The connections necessary for this purpose will be established by ArangoDB. ArangoDB will only access the system via the user who runs the Software in Customer's system environment.

3. Development Support Services

a) Scope of Development Support Services

    i. Development Support Service covers support during the Customer's development phase of a software product by Customer which uses the Software. The support can include support for non-production and production environment installations, solution architecture design recommendations, guidance on data-modeling, database queries optimization, deployment configurations recommendations and best practices, and testing guidance.

    ii. In the event that ArangoDB provides Customer with Development Support Services according to the Cover Sheet or Order Form, ArangoDB shall undertake commercially reasonable efforts to support Customer during the project development phase of Customer's project with the efficient use of the Software and development issues in connection with the Software.

    iii. Development Support Services solely include commercially reasonable efforts to support Customer in achieving a successful use of the Software by providing information, best practices and know-how. ArangoDB does not warrant or guarantee any actual achievement of a successful solution. It is Customer's sole responsibility to ensure that the Software is suitable for Customer's needs. Notwithstanding anything herein, ArangoDB is not obligated to make modifications to the Software to ensure that the Software complies with Customer's requirements.

b) Category Definitions and Response Times

    i. Development Support Requests shall be handled by ArangoDB within the Response Times for Development Support agreed in **Annex A** to these Support Terms or specified in the Cover Sheet or Order Form.

    ii. The Category of the Development Support Requests is selected by the Customer, according to the following categories:

Category 1 ("high"): Operation-limiting issue
- the request severely interferes with the appropriate use of the Software or usage limitations exist with regard to an essential Software component, however, operations can continue in a restricted fashion.

Category 2 ("normal"): Minor issue
- any other issue causing a minor loss of the use of the Software. Includes without limitation, any flaws without severe effect on the processing; or
- lack of convenience, which do not lead to a significant loss of time.

Category 3 ("low"): Usage Question

- questions regarding the use of the Software (no loss of service is involved).

iii. Requests for telephone calls or video conferences may require a lead time of up to 4 Business Hours and shall not exceed a length of 30 minutes per day unless expressly agreed upon otherwise in this Agreement.

iv. Response Times solely apply during the Business Hours. In the event that a Response Time owed by ArangoDB exceeds the Business Hours, the Response Time shall be suspended until the Business Hours continue.

c) Cooperation Obligations of Customer. Customer has to proceed as follows to report and categorize Development Support Requests:

i. Customer will send Development Support Requests to ArangoDB by means of the ticket system provided. In doing so, Customer first has to categorize the Developer Support Request in accordance with the categories defined in Sec. 3.2.2 of these Support Terms. Consequently, ArangoDB will, on the basis of Customer's information, forward the request to the individual responsible for evaluation. After evaluation ArangoDB will undertake commercially reasonable efforts to support Customer.

ii. If the categorization of a Customer-submitted Development Support Request is in ArangoDB's reasonable opinion of a lower category than reported by Customer and if Customer previously selected the wrong category at least three times, then Customer is obliged to reimburse ArangoDB for costs related to the detected issue for false categorization of the request. The Parties shall schedule a prompt meeting and make due efforts to ensure an accurate classification for the future. In the event that no agreement can be made or that Development Support Requests again have been falsely labelled, ArangoDB shall have no obligation to respond in the time set out in the Development Service Level Specification or these Terms.

iii. Customer must use the provided ticket system and adhere to the advice given by ArangoDB regarding the description, limitation, determination and reporting of possible issues.

iv. Unless otherwise agreed upon in the Cover Sheet or Order Form Customer has to specify its Development Support Requests as detailed as possible. In particular, Customer has to communicate at least one and a maximum of three qualified employees responsible for Developer Support Services and related communications (**"Developer Contact"**). Should the Developer Contact or their contact information change, Customer is obliged to inform ArangoDB accordingly without undue delay. Customer may change no more than one Developer Contact per calendar quarter.

4. **Technical and Developer Contacts**

a) Technical and Developer Contacts must have, at a minimum, initial basic understanding and knowledge of the Software and they must be knowledgeable about the environment the Software runs on, in order to help resolve system issues and to assist ArangoDB in analyzing and resolving Production or Development Support Requests.

b) When submitting a Production or Development Support Request, the Technical or Developer Contact must have a baseline understanding of the problem that is being encountered and an ability to reproduce the problem in order to assist ArangoDB in diagnosing and triaging the problem.

5. **Consulting and Training Services**. The following provisions shall apply to all Training and Consulting Services (defined below) agreed between ArangoDB and Customers according to the Cover Sheet or Order Form.

a) Scope of Consulting and Training Services

   i. ArangoDB provides Customer with services regarding training and/or consulting (hereinafter referred to as **"Training and Consulting Services"**) as conclusively specified in the Cover Sheet or Order Form.

   ii. All Training and Consulting Services provided by ArangoDB will be rendered via electronic communications as specified in the Order From, unless expressly agreed, at Customer's premises or at a location of Customer's choice ("On-Site Services").

   iii. ArangoDB shall have sole discretion in providing Training and Consulting Services. The relationship of ArangoDB (and its employees) to Customer will be that of an independent contractor and nothing in these Agreement shall render ArangoDB or its employees an employee, worker, agent or partner of Customer.

   iv. ArangoDB may employ, subcontract, or otherwise engage qualified employees, freelancers or other sub-contractors to perform any and all services under this Agreement.

b) Training Services

   i. Training services owed by ArangoDB shall convey know-how with respect to the use of the software and explain technical features to the training participants. Due to the versatile components of the Software and the numerous use-cases, training contents may not cover all relevant aspects of the Software exhaustively. Training contents, methods and personnel are solely chosen by ArangoDB, which may include Customer's wishes.

   ii. Unless agreed otherwise, ArangoDB does not owe any additional support services connected with the Software to the Customer.

iii. If a scheduled training session cannot take place at all or in time on the part of ArangoDB, ArangoDB will immediately notify Customer and the Parties will agree on an alternative date for the training session.

c) Consulting Services

i. ArangoDB shall render the Consulting Services as specified in the respective Order.

ii. ArangoDB will undertake commercially reasonable efforts to assist Customer in the analysis and improvement of Customer's use of the Software according to the respective Cover Sheet or Order Form using an ArangoDB employee or contractor.

iii. Consulting services include ArangoDB's commercially reasonable efforts to assist Customer in achieving its goals. However, ArangoDB does not warrant any actual results.

iv. If a scheduled consulting session cannot take place due to ArangoDB, it will immediately notify Customer and the Parties will agree on an alternative date for the consulting session.

d) Customer's Obligations

i. Customer shall provide all information, documents and infrastructure required for ArangoDB to perform its Training and Consulting Services, including but not limited to:

- a written description of Customer's use case and desired goal of the Training and Consulting Services;

- an appropriate IT-infrastructure required for the services;

- the communication-software specified by ArangoDB for Customer's use;

- suitable rooms for the agreed period, if an On-Site Service is agreed; and

- the installation of software required for the training and which will be provided in advance by ArangoDB.

ii. Customer shall provide ArangoDB with all necessary information for the performance of the Training and Consulting Services and shall inform ArangoDB on all events related to ArangoDB's performance of such services.

iii. Customer is responsible for the undisturbed and continual presence of the infrastructure as specified in the respective Cover Sheet, Order Form, or Software Documentation. In the event that technical problems occur during the Services that lead to a delay of time and therefore to additional costs, Customer shall pay the additional costs according to the payment agreed in the respective Cover Sheet or Order Form if ArangoDB is not responsible for the technical problems. Customer cannot make any claims for unfinished services to be

rescheduled if services are not finished due to such technical problems beyond ArangoDB's responsibility.

iv.   If any scheduled meetings, training or consulting sessions (together hereinafter referred to as **"Session"**) cannot take place at all or in time on the part of the Customer, Customer will immediately notify ArangoDB about the causal circumstances and reasons. Customer will inform ArangoDB at least 48 hours before the commencement of Session. Customer will bear the costs of ArangoDB for travels or cancellations thereof. Customer shall reimburse ArangoDB any damages suffered from the cancellation or delay provided that Customer is responsible for the circumstances leading to the cancellation or delay of the respective Session. This also applies in the event that the cancellation or delay is caused by a third party for which Customer is responsible.

6. **End of Life Policy.**   ArangoDB only provides Support for the Stable versions of the Software. For a major release (eg. X.y.z) Support will be in effect for a period of at least eighteen (18) months after a major release date and at least twelve (12) months after a minor release (x.Y.z) date. In addition, ArangoDB will support the last minor release of the previous major release for a period of at least twelve (12) months after the release date of the minor release. As part of Support Services, ArangoDB may provide updates to the Software.

Annex A to Support Terms Support Services

Production Support Services

Service Level	Enterprise Subscription Standard	Enterprise Subscription Enhanced
Support Hours	24x7	24x7
Response Time for Requests		
Critical	2 hours	1 hour
High	4 hours	2 hours
Normal	8 hours	4 hours
Low	16 hours	16 hours
Number of issues	unlimited	unlimited
Support contacts	3 (ticket system)	3 (ticket system)
Technical alerts	✓	✓
Hotfixes	✓	✓

Development Support Service:

Number of projects	1 project
Number of issues	unlimited
Support contacts	3 (ticket system)
Access to ArangoDB certified developers	✓
Support Hours	Business Hours (specified in the Support Master License and Services Agreement)
Response Time for Requests*	
High	12 hours*
Normal	16 hours*
Low	40 hours*

* Response times are within the Support Hours only