SCYLLADB SUPPORT POLICY v1.1

1. Purpose

The purpose of this policy is to spell out the terms under which ScyllaDB will provide Support of their Software.

2. Definitions

For the purposes of this Support Policy, the following capitalized terms shall have the following meaning:

2.1. **"Business Hours"** – Between 8 AM and 6 PM Monday through Friday, holidays excluded. Time zone to be selected by Customer at the time of purchase between either PST (North America, Pacific) or IST (Israel Standard Time)

2.2. **"Error"** – means a demonstrable failure of the Software to conform in all material respects to the applicable technical specifications.

2.3. **"Minor Release"** – means a new version of the Software that includes or adds new functionality or adds substantially new features to the Software, as designated by a progressing of the version number to the right of the initial decimal point. e.g. 2.0 to 2.1 is a minor release.

2.4. **"Major Release"** – means a new version of the Software that includes or adds new functionality or adds substantially new features to the Software, including any major enhancements, as designated by a progressing of the version number left of the initial decimal point. e.g. 1.7 to 2.0 is a major release.

2.5. **"Scylla Enterprise"** – means the group of products that are released by ScyllaDB Inc. which are licensed jointly by ScyllaDB, Inc. Namely, these products include, but are not limited to, Scylla Enterprise and Scylla Manager.

2.6. **"ScyllaDB"** – ScyllaDB Inc.

2.7. **"Software"** – means the Software products as defined in the Software License Agreement.

3. Support Services

3.1. Subject to continuous payment by Customer of the Fees (as defined in an applicable order), ScyllaDB shall provide Customer during the term of the Agreement, with certain support services as set forth in this Section 3 (**"Support Services"**). Such Support Services shall be comprised of the following:

3.1.1. Help Desk Availability. Throughout the term of this Support Services Agreement, ScyllaDB shall make available Support Services to enable Customer to report any Error and to seek assistance in enquiries regarding the Software according to the table below. The help desk is

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available 24 hours a day, 7 days a week, 365 days a year, at the following contact information:

Email: support@scylladb.com

Web: https://supportscylladb.zendesk.com

Phone: +1 877-606-5678

Licensee shall notify ScyllaDB's help desk of any Error according to the means set forth above, and shall provide ScyllaDB with sufficient details to enable ScyllaDB to accurately diagnose and reproduce such Error, if required. ScyllaDB shall use reasonable efforts to confirm the existence of such an Error and to correct such an Error, by providing a fix, patch, workaround, update, or any other reasonable solution.

3.1.2. <u>Response Times.</u> Issues will be assigned an appropriate level (P1, P2 P3, or P4) through joint agreement between the Customer and ScyllaDB, in line with the definitions of these priorities. Once assigned a level, ScyllaDB shall make reasonable efforts to respond to service requests per the following response times:

Error Severity	Definition	Response Times
P1 – Critical	The Software (in its entirety) has become inoperative or severely impaired, causing commercial impact on Customer's business. The operation is mission critical to the business and the situation is an emergency.	Within two (2) hours
P2 – Major	A severe loss of service. Important features are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.	Within four (4) business hours
P3 – Minor	A minor loss of service. The impact is an inconvenience, which may require a workaround to restore functionality.	Within one (1) business day
P4 - Inquiry	Request for information or documentation clarification regarding the Software with no impact on the operation of the Software and no loss of service.	Within three (3) business day

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While ScyllaDB will make a best-effort attempt to correct all Errors, Customer acknowledges that not all Errors can be corrected or that a fix, patch, workaround, update, or any other offered solution will invariably be found. ScyllaDB cannot and does not warrant or represent that any or all Errors can or will be corrected.

Customer will cooperate with ScyllaDB in view of resolving Errors, including without limitation by providing as much details as available about the Error, and taking all such reasonable measures requested by ScyllaDB in order to detect and provide further information with respect to each Error.

Without limiting the foregoing, Customer shall provide and install such reasonable troubleshooting tools and activate such event loggers (incorporated in the Software) as may be requested by ScyllaDB, and will cooperate fully with ScyllaDB in the Error replication, identification and analysis process. Customer shall forward to ScyllaDB all troubleshooting, log reports and other reports generated in connection with the Software.

3.1.3. <u>Version Level Support.</u> ScyllaDB shall furnish the Support Services only for the Scylla Enterprise versions released by ScyllaDB. ScyllaDB will support the current major release level of the Scylla Enterprise Software and, for a period of one year from the release date of the current release version level, for the previous sequential release of the Software. Customer is further aware that resolutions offered in the course of the provision of Support Services may require the installation of patches, Major Releases or Minor Releases by Customer.

ScyllaDB may agree to support Scylla Open Source releases, but such agreement must be explicitly made between ScyllaDB and Customer. In the event of such support, ScyllaDB will support only the most currently issues Minor or Major Release and the single previous Minor or Major release.

3.1.4. <u>Remote Access.</u> To enable ScyllaDB to provide Customer with the most effective Support Services, ScyllaDB may request the use of remote access operations, which shall enable ScyllaDB to view the Software and logs and to extract the necessary information to provide the Support Services. In the event that Customer is unable to provide such remote access to its systems, Customer shall be required to reproduce the malfunction in a similar environment in order to be provided with Support Services.

3.1.5. <u>Professional Services.</u> Training of Customer personnel and installation, for example, of patches or Major Releases, is not included in this Support agreement, and shall be priced in accordance with ScyllaDB's professional services rates.

4. No Obligations

Without derogating from anything in this Support Policy (including any limitation of warranty stated therein), ScyllaDB shall, however, have no obligation to provide any services hereunder if the Errors cannot be reproduced or if the Errors were the result of: (a) the Software being altered, repaired or reworked by any party other than ScyllaDB without ScyllaDB's prior written consent; (b) Customer's or a third party's improper installation, maintenance or storage, mishandling or misuse of the Software; (c) Customer's or a third party's use of the Software in conjunction with equipment electronically or mechanically incompatible

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or of an inferior quality on an unsupported hardware or software platform; (d) damages caused by causes beyond ScyllaDB's control; (e) failure to implement any Major Release, Minor Release, Error corrections or other ScyllaDB Software releases or patch provided or recommended by ScyllaDB; (f) changes to the operating system or network configuration which adversely affect the Software, except for changes pursuant to ScyllaDB's written authorization; or (g) network capacity overload, bandwidth limitation, or any other network malfunctions.

5. Term, Termination

This Support Policy shall be effective during the period of an active subscription, as defined by applicable licensing contracts and/or order forms. ScyllaDB shall be entitled to terminate this Support Policy immediately in the event that Customer fails to make any payments hereunder when such payments become due.

6. Force Majeure

ScyllaDB shall not be liable for delay in performance hereunder if such delay or failure is caused by labor disputes, strikes, war, acts of public enemies, terror, riots, insurrection, civil commotion, statute, ordinance or regulation (including but not limited to export control), fire, flood, accident, storm or circumstances which are clearly not in the reasonable control of ScyllaDB. Notwithstanding the above, Force Majeure shall not relieve Customer of the obligation to pay outstanding amounts due.

7. Miscellaneous

7.1. **Assignment.** The Customer may not assign, transfer, or otherwise dispose of this Agreement or any of its rights, interest, or obligations hereunder without the prior written consent of ScyllaDB. ScyllaDB may transfer or assign this agreement to: (a) an affiliate of the Company; or (b) an acquirer of all or substantially all of the shares or assets of such party through change of control event. Any assignment of this Agreement in violation of this provision shall be null and void.

7.2. **Updates.** ScyllaDB may, from time to time, update these Policies for the purposes of keeping them up-to-date and accurate. ScyllaDB reserves the right to make these updates without Customer consent, as long as the updates have no material effect on the level of service being given to the Customer.