

Last Updated: January 22, 2019

MemSQL offers two tiers of support (“Support”) of the MemSQL software (“Software”) to its enterprise customers: Basic Support and Premier Support (each a “Support Tier”). If no Support Tier has been contracted for, Basic Support will be provided. The terms and conditions herein apply to both Support Tiers, except as expressly noted.

1. Definitions.

“Business Day” means Monday through Friday (Pacific Time (PT)), excluding holidays observed by MemSQL.

“Business Hours” means 9:00 a.m. to 5:00 p.m. Pacific Time (PT) on Business Days.

“Designated Contact(s)” means designated Customer personnel who are technically qualified and have been authorized by Customer to request MemSQL support, up to the number of personnel specified in Section 2 of these terms and conditions.

“Supported Cluster” means a cluster running the Software pursuant to an enterprise license during a Subscription Term.

2. SUPPORT.

Eligibility. Customers are not entitled to support during a Subscription Term unless they have ordered and paid for valid subscription and/or licensing costs as provided in the applicable Order Document. MemSQL will provide support services as described in these Support Terms and Conditions for the applicable tier of support purchased by Customer. MemSQL may suspend performance of support, if MemSQL does not receive payment when due.

Accessing Support. Support is accessed by Designated Contacts opening a case through the online support portal at [Support Cases \(https://support.memsql.com\)](https://support.memsql.com). MemSQL Support addresses the use, configuration or operation of the Software and related break/fix issues in the Software; our support obligation is limited to using reasonable efforts to remedy a reported failure of the Software to operate substantially in accordance with its Documentation. Support also includes access to the MemSQL Support Portal at [Support Portal](#) and public support community at [Public Slack Channel](#).

Designated Contacts. Based upon your Support Tier, Customer shall be entitled to designate the number of designated contacts specified below:

Support Tier	Number of Designated Contacts
Basic	4
Premier	8

Support Hours. Based upon your Support Tier, the MemSQL Support Hours are as follows:

Support Tier	Support Hours
Basic	9AM to 5PM, Pacific Time, Monday through Friday, excluding MemSQL events and holidays
Premier	Available 24/7 Limited support during MemSQL events and holidays

- 3. UPDATES AND UPGRADES.** Support includes a license or right to access and use all new releases of the customer licensed Software that are issued by MemSQL during Customer’s Subscription Term which incorporate updates or upgrades. Any Software which is provided as an update or replacement may only be installed as an update to the original Software only and subject to the same licensing terms and conditions. From time to time, special releases of the Software may be made available to customers on a non-supported or on an early access/preview or beta basis with certain conditions or restrictions on use (e.g., for development and testing use only, use is limited for the period until the next general release of the Software, etc.). Customers with Premier Support shall, additionally, receive early notifications of upcoming releases.
- 4. SUPPORT SEVERITY LEVELS; RESPONSE TARGETS.** MemSQL classifies Support issues by severity level. MemSQL will use reasonable efforts to acknowledge a Customer’s properly submitted support ticket and commence Support efforts based upon the severity level as set forth below during Support Hours, based upon the applicable Support Tier:

Severity Level	Description	Support Activity	Targets	
			Basic Support*	Premier Support
P1: Critical	System Outage Severe problem preventing customer or workgroup from performing critical business functions.	Response Time	2 Business Hours	2 Hours
		Update Frequency	-	4 Hours
P2: High	Job function impaired; no workaround Customer or workgroup able to perform job function, but performance of job function degraded or severely limited.	Response Time	4 Business Hours	3 Hours
		Update Frequency	-	Daily

P3: Medium	Moderate impact; with workaround Customer or workgroup performance or job function is largely unaffected.	Response Time	8 Business Hours	6 Hours
		Update Frequency	-	-
P4: Request	Minimal impact Minimal system impact; includes feature requests and other non-critical questions	Response Time	12 Business Hours	10 Hours
		Update Frequency	-	-

*Basic Support: Response times are within Business Hours; support tickets submitted during Business Hours may be responded to the subsequent Business Day. However, in the event of an after-hours P1 support issue (that is not an Excluded Condition as described in Section 6 below), MemSQL will use good faith efforts to respond within the targeted P1 response time of 2 hours.

In addition to the Support response targets outlined above, Premier Support Tier customers receive the following Support:

Priority Incident Response Queuing:

1. Support tickets submitted by Premier Support Customers are given precedence over other Support tickets of the same priority reported by Customers with Basic Support plans.
2. MemSQL will make commercially reasonable efforts to engage Customer in a live/near-live support conversation on P1 and P2 Incidents on a 24/7 basis.

Annual System Review:

On an annual basis during each Subscription Term, upon request, Premier Support Customers are entitled to receive a one (1) day (virtual) workload, database, and system review of Customer’s production environment and operations processes for the MemSQL Software.

5. MemSQL Product Support Lifecycle and Versioning Policy; Supported Versions.

MemSQL will provide Support and Maintenance Services only for the Software products specified in this Support Policy.

Product	Support Policy
MemSQL Enterprise	Starting with MemSQL 4, MemSQL major releases are supported for 2 years after the General Availability (GA) of that release, Bugs and security issues are fixed in the latest minor release of all active major versions.

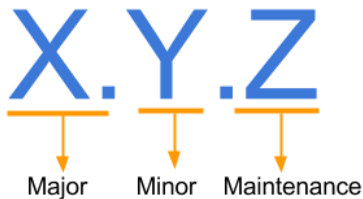
Current End-of-Life (EOL) Dates

Major and minor versions of MemSQL Database and MemSQL Ops are released simultaneously. For extended support beyond the EOL dates, please contact your MemSQL account representative.

Release	Release Date	Support EOL Date
MemSQL 3.1.x	August 12, 2014	August 11, 2016
MemSQL 3.2.x	October 20, 2014	October 19, 2016
MemSQL 4.0.x	May 20, 2015	May 19, 2017
MemSQL 4.1.x	September 21, 2015	September 20, 2017
MemSQL 5.0.x	March 30, 2016	March 29, 2018
MemSQL 5.1.x	June 15, 2016	June 14, 2018
MemSQL 5.5.x	September 26, 2016	September 25, 2018
MemSQL 5.7.x	January 24, 2017	January 23, 2019
MemSQL 5.8.x	April 13, 2017	April 12, 2019
MemSQL 6.0.x	October 18, 2017	October 17, 2019
MemSQL 6.5.x	July 24, 2018	July 23, 2020
MemSQL 6.7.x	November 6, 2018	November 5, 2020

Versioning Policy

MemSQL has major, minor and maintenance versions. Customers can find a list of all released MemSQL versions in the [MemSQL documentation](#).



Major. MemSQL versions contain significant features including major market innovations. Examples of innovations introduced in major versions are the MemSQL distributed architecture, support for JSON and geospatial data types, and fully distributed joins. Major versions are released approximately once a year. MemSQL recommends upgrading to the latest major version as soon as possible.

Minor. MemSQL versions contain smaller features including performance and stability improvements targeted at Enterprise use cases. Examples of features introduced in minor versions are additional SQL features and optimizer enhancements. Minor versions are released approximately two to three times a year. MemSQL recommends upgrading to the latest minor version as soon as possible.

Maintenance. MemSQL versions contain bug fixes and other performance and stability improvements. Maintenance versions are released often depending on customer demand and bug fixes made. MemSQL recommends upgrading to the latest maintenance version only if specific bug fixes are needed. One exception is the MemSQL Ops software, whose maintenance versions contain new features. MemSQL recommends upgrading to the latest maintenance release of MemSQL Ops as soon as possible.

6. **EXCLUSIONS.** MemSQL will have no support obligations for any conditions attributable to: (i) Customer's application(s), other (non-MemSQL provided) software, hardware or infrastructure, (ii) negligence or misuse or abuse of the Software; (iii) use of the Software other than in accordance with MemSQL's official specifications; (iii) modifications or alterations to the Software made by a party other than MemSQL or a party authorized by MemSQL, including Customer; or (iv) use of the Software with any non-MemSQL Software outside the typical, recommended or reasonably anticipated use of the Software within its specifications ("Excluded Conditions"). MemSQL reserves the right to invoice, and Customer agrees to pay MemSQL, at the rate of US\$250 per hour in the event MemSQL support services are rendered at Customer's request and where the root cause of the support incident is an Excluded Condition.
7. **CONDITIONS TO MEMSQL'S SUPPORT OBLIGATIONS.** Customer needs to do the following as a condition to MemSQL's provision of support: (i) pay all applicable fees; (ii) designate from time to time a reasonable number of Designated Contacts (up to the number set forth in Section 2) who are authorized to contact MemSQL for Support, and these are Customer's only personnel entitled to contact MemSQL for Support; (iii) register all products with MemSQL, and provide notice to MemSQL of all sites and site moves; (iv) provide MemSQL access to customer's site and/or network and personnel as MemSQL reasonably requests to assist MemSQL in performing the support; (v) use the products in a supported configuration and maintain the software within the then-current prior two Releases; (vi) refrain from arbitrarily changing product settings or configurations reasonably recommended by MemSQL; (vii) ensure that proper licenses have been obtained for all software and adhere to all licensing terms and conditions; and (viii) make available to MemSQL any of customer's systems data, information and other materials reasonably required by MemSQL for the support, the accuracy of which is customer's responsibility. Customer agrees that it may be necessary for MemSQL to collect, process and use customer's data in order to perform MemSQL obligations to provide support. Customer consents to these activities and to the transfer of the data to MemSQL affiliated companies and service providers located throughout the world who are subject to confidentiality agreements with MemSQL. MemSQL will not be responsible for customer's or any third party's software, firmware, information, or memory data contained in, stored on, or integrated with any products.
8. **NON-TRANSFERABILITY.** Customer's support is not transferable. Designated Contacts may not include non-employees of Customer, including third party customers of your application or service. Notwithstanding the foregoing, MemSQL reserves the right to refuse to grant a software license or provide services to a proposed purchaser or transferee as determined in MemSQL's discretion.
9. **RELATIONSHIP OF THE PARTIES.** MemSQL is performing support as an independent contractor, and not as an employee, agent, joint venture, or partner of customer, and neither of the parties has the authority to bind the other by contract or otherwise. MemSQL acknowledges and agrees that MemSQL personnel are not eligible for or entitled to receive any compensation, benefits or other incidents of employment that customer makes available to its employees. MemSQL is solely responsible for all taxes, expenses, withholdings, and other similar statutory obligations arising out of the relationship between MemSQL and MemSQL personnel and the performance of support by MemSQL personnel.
10. **MISCELLANEOUS.** All Support will be provided in the English language unless agreed otherwise in writing and shall be delivered on a remote basis from MemSQL facilities and not onsite at Customer's premises.