

1. **Mirantis Enterprise Support for Kubernetes.** Mirantis Enterprise Support for Kubernetes is a Subscription Service that includes access to Mirantis Support with the Level and Response purchased by Customer on a per Unit basis for a defined term. Mirantis Enterprise Support for Kubernetes provides access to Subscription Services described in this exhibit, for Customer-deployed Kubernetes cloud environments that are in the current Mirantis Supported Configurations and pass the Self-Validation at <https://www.mirantis.com/mirantis-enterprise-support-for-kubernetes/>. Customers must provide the Self-Validation export to Mirantis during support onboarding. The Unit for Mirantis Enterprise Support for Kubernetes is a Cluster Node. “**Cluster Node**” means a physical or virtual server on which Kubernetes software components are running. Mirantis will use commercially reasonable efforts to provide Customer with the Mirantis Support Level and Response for the Mirantis Supported Configurations when Customer submits a proper support ticket for any outage, failure, issue, or problem with the Mirantis Supported Configurations (each, an “**Issue**”). Any unauthorized use of Subscription Services is a material breach, such as (a) only purchasing or renewing Units based on some, but not all, of the total number Units, (b) providing any of the Subscription Services to third parties, or (c) using Subscription Services to support or maintain any software without purchasing Subscription Services for each Unit of such software.
2. **Mirantis Portal and Documentation.** Subscription Services include access to the Mirantis Portal, and Documentation as provided below.
 - 2.1. **Mirantis Portal.** Mirantis hereby grants to Customer a non-exclusive, non-transferable, and limited right, during the Mirantis Subscription Services term, to access and use the Mirantis Portal for Mirantis Support and to download Documentation. Mirantis Portal may be accessed and used solely by authorized users with valid user IDs granted to Customer by Mirantis as provided below and associated passwords. Customer agrees to use the Mirantis Portal and Documentation in accordance with all applicable laws, rules and regulations. To access and use the Mirantis Portal, Customer must register with Mirantis. Customer agrees to provide Mirantis with accurate, current, and complete information when registering and update such information when any of the information changes. As part of the registration process, Customer will be
 - 2.2. required to designate the authorized user(s), provide their respective names, titles and contact information, and obtain a user ID and password for each. Each authorized user must use his or her own user ID, and Customer will not permit any person to use a user ID unless it is his or her own user ID. Customer may change, add or remove its authorized users by written notice to Mirantis and obtain a user ID and password for each new authorized user. Customer hereby acknowledges and agrees that (a) it bears sole responsibility for protecting the user IDs and passwords; (b) it will not provide any user ID or password to any third party; and (c) it will remain fully responsible for any use of the Mirantis Portal accessed through its user IDs.
 - 2.3. **Documentation.** Documentation is made available under the terms and conditions of the Creative Commons Attribution-ShareAlike 3.0 license at <http://creativecommons.org/licenses/by-sa/3.0/legalcode>, or as set forth in the particular materials.
3. **Mirantis Support**
 - 3.1. **Supported Configurations.** Mirantis Support is available for Mirantis Supported Configuration(s) software Issues that pertain to the functionality of and used exclusively for the purpose of maintaining the Customer-deployed Kubernetes cloud environments that conform to Self-Validation and Mirantis Supported Configurations. Mirantis Support provides assistance to the Customer with resolving functionality Issues experienced by recommending workarounds or patches for software components in the Mirantis Supported Configuration(s). Bug fixes, updates, upgrades, or new features to supported software components are not included with Mirantis Enterprise Support for Kubernetes. Customer is responsible for installing, integrating, verifying, and optimizing all patches, bug fixes, updates, upgrades, and new features. Final resolutions to Issues will be provided in the form of an operational recommendation. Mirantis does not warrant or guarantee that a solution to an Issue can be found within a certain time period or whether there is a solution at all.
 - 3.2. **Support Exclusions.** Mirantis Support does not include (i) assistance with software packages not included in scope of Mirantis Enterprise Support for Kubernetes or unsupported functionality (i.e., does not conform with the Mirantis Supported Configuration); (ii) code development, system design, network design, or architectural design; (iii) performance tuning and optimizations unless an Issue prevents the normal operation of the Mirantis Supported Configuration; or (iv) providing guidance or instructions beyond recommendations for installing, updating, or upgrading software components.

3.3. Levels and Response. Mirantis will provide the level of support purchased by Customer. This Section, including Table 3.3, Levels and Response, describes the levels of support and response for Subscription Services.

Table 3.3, Levels and Response

	24 x 7		8 x 5	
Support Hours	24 hours x 7 days a week		9 a.m. - 5 pm., Monday - Friday ¹	
# of customer contacts	10		3	
# of incidents	Unlimited		Unlimited	
Access to new versions	Yes		Yes	
Response Guidelines	Initial Response	Status Updates	Initial Response¹	Status Updates
Severity 1 (Critical Impact) – A Severity 1 Issue occurs when there is a continued system outage. The system is down and non-functional due to the problem and no procedural workaround exists.	1 hour	1 hour	4 hours	1 hour
Severity 2 (High Impact) – A Severity 2 Issue occurs when there is a sporadic system outage or a problem that is consistently encountered with significant impact to functionality.	2 hours	4 hours	8 hours	Daily
Severity 3 (Medium Impact) – A Severity 3 Issue occurs when there is a problem that affects the functionality or features of Customer’s Mirantis Software environment but there is no impact to critical functionality.	4 hours	Weekly	24 hours	Every 2 weeks
Severity 4 (Low Impact) – A Severity 4 Issue occurs when there is a problem that leads to minor loss of functionality or where affects the functionality of a particular feature of the system. Severity 4 Issues may also include information requests, feature requests and cosmetic fixes.	8 hours	Monthly	48 hours	Quarterly

Note 1: Support Hours in the time zone in which the Kubernetes control plane is installed or the primary location of usage if installed in multiple time zones.

4. Submission of a Support Ticket.

4.1. Submit a Ticket. To receive Mirantis Support, Customer must submit a support ticket through the Mirantis Portal at <http://support.mirantis.com> or by contacting Mirantis at +1 (925)-808-3835. Mirantis encourages the open development of Kubernetes and other Open Source Components enhancements and fixes, and therefore, and Customer hereby agrees that, all Issues relating to open source community projects will, by default, be open and available to the applicable open source communities.

4.2. Support Ticket Requirements. When submitting a support ticket, Customer must provide a description of the Issue and other relevant information that will assist Mirantis in solving the Issue, such as:

- System hardware and software configuration, including precise software component version numbers;
- Symptoms of the problem, including end user impact;
- Steps taken to reproduce the problem;
- Conditions under which the problem can be reproduced;
- Any attempts at resolution or progress that has been made toward resolution;
- Any workarounds that exist to reduce the severity of the problem;
- The suspected root cause of the problem;
- Customer's assessment of the impact caused by the Issue on Customer's environment;
- Customer's diagnostics information (e.g. log files); and
- Customer selected "Severity" when submitting a support ticket to Mirantis. Following the submission, Mirantis and Customer may reclassify the severity level depending upon the impact of the Issue experienced by Customer.

Support ticket submissions that are missing any of the critical elements described above will limit the ability of Mirantis to assist in the prompt resolution of an Issue. If relevant information is not provided, Mirantis will inform Customer of what specific information is needed before any work will commence on the Issue.