

GraphAware Support - Enterprise Customers

Graph Aware Limited, a company registered in England and Wales under company number 08554167, (“GraphAware”) will provide support to you (“the Customer”) on the terms and conditions of this agreement (“the Support Agreement”).

These terms and conditions are supplemental to the terms and conditions of the agreement between you and GraphAware in relation to the GraphAware software (“the Licence Agreement”). The terms and conditions of the Licence Agreement which by implication are intended to apply to the Support Agreement shall be deemed incorporated into the Support Agreement. Without limiting the generality of the foregoing, the following clauses of the Licence Agreement shall have effect as if set out in full in the body of the Support Agreement: clauses (1(d)) Proprietary Rights, (2) Term and Termination, (3) Confidentiality and Feedback, (6) Limitation of Liability, and (9) General.

Definition of support

GraphAware will provide support to stable, generally available releases of:

- (a) GraphAware software that has undergone GraphAware’s full release testing up to 6 months from date of release (“GraphAware Software”), and
- (b) Neo4j software that has undergone Neo Technology’s full release testing up to 12 months from date of release (“Neo4j Software”).

In this Support Agreement (but not in the Licence Agreement), GraphAware Software and Neo4j Software will be referred to collectively as “the Software”.

All levels of support include:

- Access to supported releases of the Software, including general maintenance releases and documentation updates.
- Access to upgrade tools and documented processes, as well as technical assistance, for upgrading between supported stable releases of the Software.
- Development of compatible updates to the GraphAware Software, where commercially reasonable, for the purpose of addressing Severity 1 and Severity 2 issues identified in the Software release for a minimum period of three (3) months from the date a new release of the Software is made. Updates may be provided in the form of an API-compatible minor or patch release, or as otherwise specified by GraphAware Support.

Support also includes Software maintenance and technical support. Your Invoice will specify if you will receive Premium Support. Premium Support includes support on a 24×7 basis for Severity 1 issues (as defined below) via telephone and email. Otherwise, support will be provided on a 10×5 basis, via email (8am-6pm Monday through Friday, excluding national holidays) in time zone based on the GraphAware office located closest you (“Business Hours”).

GraphAware's obligation to provide support shall not extend to:

- rectification of lost or corrupted data;
- any Software which has been changed, altered, added to, modified or varied in an unauthorized manner;
- attendance to faults caused by the Customer's failure to use the Software in accordance with the requirements of any documentation or reasonable instructions provided by GraphAware;
- attendance to faults attributable to faults in your system or the Software's use or interaction with other software with which the Software is not compatible; and
- any improper use or misuse of the Software or use of a non-supported version of the Software.

Upgrade Compatibility of GraphAware Software

All stable releases of the GraphAware Software will be accompanied by release notes, detailing changes and issues resolved from the previous stable release.

Releases of GraphAware Software are versioned using 5 numerals separated by points, where the first 3 numbers indicate the compatible version of the Neo4j Software, the 4th number indicates the version of the GraphAware Framework, and the last number designates the version of the GraphAware Framework Module. GraphAware will use commercially reasonable efforts to ensure all features and functions remain compatible between updates with the same supported version of the Neo4j Software and, if technically feasible, between different versions of the Neo4j Software. GraphAware may remove or modify features between versions of the GraphAware Software. Features indicated in code or documentation as DEPRECATED or PROVISIONAL are the most likely to be removed or modified. APIs marked as DEPRECATED in any release of the Software will typically be removed in the subsequent release of the Software.

Requesting Support

You may request support by:

- the Customer's nominated support representative(s) sending an email to support@graphaware.com.
- logging a request in the community issue tracking systems for the Software publicly available on github.com. In raising such a community request you acknowledge and accept that the information you provide through the community issue tracking system will be publicly available.

GraphAware will use reasonable commercial efforts to resolve all support requests raised in relation to GraphAware Software in accordance with the Severity Definitions set out below.

GraphAware will use reasonable commercial efforts to provide first line support to resolve all support requests in relation to Neo4j Software, including analysing the symptoms, engaging in basic troubleshooting practices, and proposing solutions or further investigative actions. However, if GraphAware are unable to diagnose or resolve problems or issues in the Neo4j Software, you accept that GraphAware may then contact Neo4j for second line support. Neo4j will conduct advanced troubleshooting and analysis in collaboration with assigned Customer and/or GraphAware engineers. Investigative actions will be prioritized and managed in order to best uncover and remedy the issue.

The most critical issues with Neo4j Software are addressed by the Neo4j product engineering team, who engage in further research and analysis and then propose solutions to be developed and provide detailed estimates for delivery. For support requests of severity 1-2, reasonable commercial effort will be made to provide compatible updates to previous stable Neo4j Software releases, where those releases are less than six (6) months older than the date of the most recent stable Neo4j Software release. When a compatible update is not available, the Customer will be provided assistance in preparing their system(s) for upgrade to a recent stable Software release.

In order to receive support you must provide GraphAware and, if required, Neo4j with all the necessary access required (e.g. access to servers, copies of on-disk data stores, log files, etc.) to verify that observed issues originate in the Software. You agree and accept that GraphAware may provide Neo4j with all required information about your support request and also include information about your request within aggregated reports to Neo4j about the Neo4j Software.

Severity Definitions

All support requests should be emailed to support@graphaware.com by the Customer's nominated technical representative(s). The severity level may be initially selected by the Customer however GraphAware shall have the ultimate discretion to determine the severity level, which will be based on the following severity definitions:

Severity 1

The production use of the Software is stopped or so severely impacted that the user of the Software cannot reasonably continue work. The user of the Software is experiencing a complete loss of service. The operation is mission critical to the business and the situation is an emergency.

A Severity 1 support request has one or more of the following characteristics:

- Data corrupted
- A critical documented function is not available
- System hangs indefinitely, causing unacceptable or indefinite delays for resources or response

- System crashes, and crashes repeatedly after restart attempts

Severity 1 classification should not be used for any support request relating to embedded deployments of Software, unless the Customer can clearly demonstrate that the issue originates in the Software.

GraphAware will use all commercially reasonable efforts to respond to Severity 1 support requests within one (1) hour. When GraphAware agrees that the issue is Severity 1, GraphAware will employ all commercially reasonable efforts to resolve the issue, including the engagement of engineers on a 24x7 basis as long as useful progress can be made. Whilst a Severity 1 support requests remains active, GraphAware will assign a designated point of contact to the Customer, whom will be available within Business Hours. During this same period, the Customer is expected to provide GraphAware with a contact, available 24x7 and reachable via email and phone, to assist with data gathering, testing, and applying fixes. The Customer will make all commercially reasonable efforts to provide GraphAware with the necessary access and materials (e.g. access to servers, copies of on-disk data stores, log files, etc). Where access cannot be provided or issues cannot be replicated in a timely manner, GraphAware will be unable to guarantee the quality of support and cannot be held accountable for delay in resolution.

The Customer is requested to only propose this severity classification with great care, so that valid Severity 1 situations obtain the necessary resource allocation from GraphAware.

Severity 2

The user of the Software is experiencing a severe loss of service. Important features are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion. The operation is mission critical to the business.

GraphAware will use all commercially reasonable efforts to respond to Severity 2 support requests within four (4) Business Hours. When GraphAware agrees that the issue is Severity 2, GraphAware will employ all commercially reasonable efforts to resolve the issue, including the engagement of engineers within Business Hours, until the issue is resolved or as long as useful progress can be made. Whilst a Severity 2 support requests remains active, GraphAware will assign a designated point of contact to the customer, who will be available within Business Hours. During this same period, the Customer is expected to provide GraphAware with a contact, available within Business Hours and reachable via email, to assist with data gathering, testing, and applying fixes. The Customer will make all commercially reasonable efforts to provide GraphAware with the necessary access and materials (e.g. access to servers, copies of on-disk data stores, log files, etc.). Where access cannot be provided or issues cannot be replicated in a timely manner, GraphAware will be unable to guarantee the quality of support and cannot be held accountable for delay in resolution.

Severity 3

The user of the Software is experiencing a minor loss of service. The impact is an inconvenience, which may require a workaround to restore functionality.

Severity 4

The customer requests information or documentation clarification regarding the Software but there is no impact on the operation of the Software. The user of the Software is experiencing no loss of service. The result does not impede the operation of a system.

Changes to Support Terms

GraphAware reserves the right to change, alter, replace or otherwise modify these Support Terms at any time. The date of last modification is stated at the end of these Support Terms.

Last modification date: 12 September 2016