

Apache Kafka® Per Node Support Subscription

Supported Technologies

- Apache Kafka® (including Brokers, Kafka® Connect, MirrorMaker 2, and ZooKeeper™)
- Karapace REST Proxy
- Karapace Schema Registry

Versions

Any of the generally supported versions available through the Instaclustr Managed Service Platform as mutually agreed between the parties.

Service Level

Service availability 24x7.

Response time < 20 minutes taken as:

- The period from which the support request is received from an authorized customer support contact by Instaclustr via one of the support channels until acknowledgement by an Instaclustr Technical Operations Engineer to the Customer and incident resolution commenced according to the defined incident severities.

For each breach of the response time SLA beyond the second in any month, 10% of the monthly contract support subscription fees as a service credit to a maximum of 50% of the monthly contracted support subscription. Service credits are applied to the next monthly invoice and are not redeemable for cash in the event of service termination.

Support Channels

- **Email** support@instacluster.com
- **Web form** at support.instacluster.com
- **Web chat** at support.instacluster.com

Support Inclusions

Support services are for dealing with well-defined issues and queries in a joint investigation with Customer's staff managing your deployment and include bug-fixes/work arounds for Instacluster certified features of Supported Technologies.

The following types of support requests are accepted for only those Supported Technologies, clusters, and nodes identified in the Service Scope:

- Performance issues
- Topic configuration best practice advice and troubleshooting specific topic configuration issues
- Stability and functionality issues
- Operational issues such as repairs, backups, and other operational tasks
- Version upgrades
- Any other support requests Instacluster agrees to accept

Support Exclusions

The following types of activities are generally excluded:

- Direct access to Customer's environment for fault diagnosis and/or implementing changes
- Application architecture, design, and implementation
- Open source technology training
- Attendance at the Customer site
- Activities or products that are not listed under Instacluster's support inclusions, including, but not limited to, broader advice on open source technology strategies and implementations.

For Customer-supplied connectors used with Kafka Connect:

- Any issue with the functions of the connector itself are excluded from support

- Issues that the connector causes with the general functioning of the cluster may, at Instacluster's discretion, incur additional support charges
- Customer must ensure they have an appropriate licence for use of the connector

Customer Responsibilities

To ensure continued provision of effective support services Customer agrees to fulfill the following responsibilities:

- Day-to-day management of Customer's deployment including, but not limited to:
 - Access management (users and networks)
 - Patch and vulnerability management
 - Monitoring
 - Change management
 - Security management
 - Regular maintenance tasks
- Implementing all reasonable requests from Instacluster support to prevent operational issues arising in Customer's deployment
- Planning for significant changes on operational load or data volumes in Customer's deployment and provision capacity in anticipation of those loads
- Customer must use a Linux-based operating system
- Fees for support services do not include recovery of Customer's deployment where Customer has failed to meet its responsibilities under this Agreement.

Customer's representative will be responsible for nominating up to 5 further named contacts who are authorized to use the Instacluster support service and for advising Instacluster should any contact no longer be authorized. Instacluster will operate on the basis that any named support contact is authorized to access all Customer's related information supplied to Instacluster.

It is the Customers responsibility to remove all sensitive information or data from any logs, query results, code snippets, screen shares, or other any other correspondence before sending to Instacluster via support channels.

Required Third Party Services

- **Zendesk:** Instaclustr uses Zendesk as its support ticketing system. Customer will be required to establish a Zendesk user account (no additional fees apply).
- Where applicable, kPow product license (via Factor House) will be included in the subscription.

kPow License

kPow product (Factor House Product) cluster licenses where applicable will be issued to Customer for the duration of this Support Agreement.

The Customer must not, and must not allow others to:

- Cause or permit the reverse engineering, disassembly, or de-compilation of any portion of any Products
- Remove any copyright notices or other proprietary notices or restrictions from any of the Products
- Knowingly disclose results of any benchmark or other performance tests to any third party without our prior written consent
- Distribute, sell, sublicense, rent, lease, or use the Factor House Products (or any portion thereof) for time sharing, hosting, service provider or similar purposes
- Transfer or redistribute the license to any third party
- Permit access or use of the Factor House Products by any third party, except for the Customer's employees and contractors performing services for the Customer's benefit. The Customer may transfer the Factor House Products to another location within the Customer's organization or that of a contractor performing services for the Customer's benefit.

The use of the Factor House Products is at the Customer's own risk. Factor House does not warrant that any Factor House Product or service will meet Customer's requirements, that the Factor House Products will operate in the combinations which the User may select for use or with any other programs used by the Customer, that the operation of any Factor House Product will be uninterrupted or error-free, or that all errors in Factor House Products, hardware or documentation will be corrected. To the maximum extent allowed by law, Factor House will not be liable to a User in any way for any damages to the Customer or any other party resulting from use of the Factor House Products and Factor House makes no warranties in relation to Factor House Products, whether express or implied, including noninfringement and the implied warranties of merchantability and fitness for a particular purpose.

Support Prioritization

Support requests are assigned severity levels to prioritize issues for remediation. Urgent and High priority issues are worked on 24x7 until resolved. Normal and Low priority issues are worked on during normal working hours of the assigned Instaclustr engineer. Issues in non-production environments are considered to be Normal or Low priority.

Severity Definitions

Severity Level	Classification	Description
1	URGENT	Total customer outage or an outage having a significant impact on customer's business.
2	HIGH	An event causing degradation of a customer's Instaclustr supported service with a moderate impact on a customer's business.
3	NORMAL	An incident with effects that are inconvenient though not significantly impacting a customer's business.
4	LOW	Request for information.

Adding or Removing Nodes

Customer will notify Instaclustr immediately should Customer add to, or remove nodes from, the supported cluster(s). Fees payable will be adjusted according to the pricing set out in the Service Charge section. Should Customer fail to notify Instaclustr of additional nodes, Instaclustr has the right to back-charge any fees payable to the time the additional nodes were added to the cluster. Instaclustr may, at reasonable periods, require proof of the number of nodes running in the supported cluster(s).