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Support Policy

This Support Policy forms a part of the Master Subscription Agreement at https://www.pinecone.io/legal/master-subscription-agreement/ ("MSA") or other written or electronic services or subscription agreement that references this Support Policy (as applicable, the "Agreement") between Pinecone Systems, Inc., a Delaware (USA) corporation ("Pinecone"), and the customer for Pinecone's Services under the Agreement ("Customer"). Capitalized terms not otherwise defined in this Support Policy will have the respective meanings assigned to them according to Section 11.

- **Self-Help Resources**. Although not "Support" for purposes of this Support Policy or the Agreement, the following are available to assist Customer in its use of Services:
- 1.1. the Documentation, available at https://docs.pinecone.io/, which includes detailed information about the configuration and use of Services;
- 1.2. the Pinecone Learning Center, available at https://www.pinecone.io/learn/, which includes articles, courses, and other resources to help End Users further expand their knowledge; and
- 1.3. the Pinecone Community, available at https://community.pinecone.io/, which provides a forum for End Users and other Pinecone users to ask questions, look for answers in existing conversation topics, and make feature requests.
- **2. Support Eligibility.** By default, Services do not include Support beyond the self-help resources listed above. To be eligible for Support, Customer must either purchase a Support plan for Services that are in scope for Support ("*In-Scope Services*"), or be using In-Scope Services under an Advance Commitment that includes Support. If Customer is eligible for Support pursuant to the terms of its Order(s) and this Support Policy, Pinecone will provide Support, in English, as provided below. If Customer is not eligible for Support, Sections 3 through 11 will have no force or effect.
- **3. Support Users**. To receive Support, Customer must designate an End User to Pinecone who has appropriate technical expertise, is familiar with the affected In-Scope Services, and is authorized by Customer to make Support requests (a "Support User").
- **4. Support Requests.** To be eligible for the Initial Response Times and efforts described below, Customer acknowledges each Support request must (a) be made by a designated Support User by submitting a ticket through the Services <u>console</u> or via the support portal or chatbot available at https://support.pinecone.io/ (each, a "Support Ticket") and (b) include at least the information specified in Section 5. A Support User may also submit a request for Support via email to support@pinecone.io, but any such request will be deemed the lowest level of priority and severity (Sev-4, as described below).
- **Ticket Requirements.** Support Users must include a full description of the Issue (or other question or request) in each Support Ticket, including, as applicable, error messages, Issue time and duration, and Customer's attempts to resolve the Issue, as well as a proposed "Severity Level" based on the information in Section 6. Customer acknowledges and agrees that Customer and its Support Users: (a) are solely responsible for the content of Support Tickets; (b) must limit Personal Information in Support Tickets to only that of its End Users necessary for the Parties to action the Support Ticket; and (c) must not in any event include Restricted Information in any Support Ticket.
- **Severity Levels.** Pinecone will assign a final Severity Level based on the content of each Support Ticket according to the following:

Severity Level	Description
Sev-1	An Issue affecting a live production environment where Customer is using In- Scope Services to serve End Users or its own customers, and the In-Scope Services are down or severely degraded and there is no Workaround available.
Sev-2	An Issue affecting a live production environment where Customer is using In-Scope Services to serve End Users or its own customers, and In-Scope Services are functioning, but in a moderately restricted or degraded capacity and there is no Workaround available.
Sev-3	An Issue where In-Scope Services are generally functioning, but some features or functionality of In-Scope Services are restricted or degraded.
Sev-4	A non-critical Issue or other question or request, such as questions about the configuration of In-Scope Services or requests for additional features.

- **7. Response and Effort.** Pinecone will endeavor to respond to each Support Ticket within the Initial Response Time corresponding to the applicable Support tier and final Severity Level assigned by Pinecone. Following submission of a Support Ticket, all communications between Pinecone and Support User(s) with respect to the underlying Issue (or other question or request) will be made through the Support Ticket unless other communication channels are available to Customer under its applicable Support tier below. Pinecone will use commercially reasonable efforts to provide a Workaround and/or Resolution with respect to each Issue that prompts a Support Ticket.
- **8. Support at Developer Tier**. If Customer is using In-Scope Services on a monthly pay-as-you-go ("*PayGo*") basis and has separately purchased Support at the Developer tier:
 - 8.1. Customer is entitled to one Support User.
 - 8.2. Initial Response Time will be:
 - (a) 8 Business Hours for Sev-1;
 - (b) 12 Business Hours for Sev-2;
 - (c) 2 Business Days for Sev-3; and
 - (d) 3 Business Days for Sev-4.
 - 8.3. All communications will be through the Support Ticket.
- **9. Support at Pro Tier.** If Customer is using In-Scope Services: (a) on a monthly PayGo basis and has separately purchased Support at the Pro tier or (b) under a Pro tier-eligible Advance Commitment:
 - 9.1. Customer is entitled to five Support Users.
 - 9.2. Initial Response Time will be:
 - (a) 2 hours, 24x7x365, for Sev-1;
 - (b) 4 Business Hours for Sev-2;
 - (c) 12 Business Hours for Sev-3; and
 - (d) 2 Business Days for Sev-4.
 - 9.3. Communications following the Support Ticket may be through the Support Ticket or by email.
- **10. Support at Enterprise Tier**. If Customer is using In-Scope Services under an Enterprise tier-eligible Advance Commitment:

- (a) Customer is entitled to unlimited Support Users.
- (b) Initial Response Time will be:
 - (i) 30 minutes, 24x7x365, for Sev-1;
 - (ii) 2 Business Hours for Sev-2;
 - (iii) 8 Business Hours for Sev-3; and
 - (iv) 12 Business Hours for Sev-4.
- (c) Communications following the Support Ticket may be through: (i) the Support Ticket; (ii) email; and/or (iii) a dedicated, shared channel in Slack.
- **11. Definitions.** Capitalized terms not defined in this Support Policy shall have the respective meanings assigned to them in the Agreement, provided that if a capitalized term is not defined in this Support Policy or the Agreement, such term shall have the meaning assigned to it in the MSA.
- 11.1. "Advance Commitment" means Customer has entered into an Order with a Subscription Term of at least 12 months that includes an upfront payment by Customer against its future consumption of Services in an amount that entitles Customer to Pro or Enterprise tier Support, as specified by Pinecone at time of Order, for no additional charge beyond Fees for Services.
- 11.2. "Business Days" means all days, excluding Saturdays, Sundays, and days observed by the US federal government as legal holidays.
 - 11.3. "Business Hours" means 8:00 a.m. to 8:00 p.m. Eastern (US) Time on Business Days.
- 11.4. "Exception" means any of: (a) Customer's breach of an Order or the Agreement; (b) Customer's failure to configure and use Database Services in accordance with the Documentation; (c) failures of, or issues with, Customer Systems or Connections; (d) failures of, or issues with, Cloud Providers; (e) Force Majeure Events; (f) Pinecone's authorized suspension of End Users' access to the Services pursuant to the Agreement; or (g) maintenance for which Pinecone provides advance notice through the Services console or by posting at the status page at https://status.pinecone.io/ (which includes a mechanism to subscribe for updates).
- 11.5. "Initial Response Time" means the period between Pinecone's receipt of a Support Ticket and the acknowledgment and confirmation of the Support Ticket by Pinecone personnel.
- 11.6. "Issue" means a reproducible failure of In-Scope Services to perform in material conformance with the Documentation.
- 11.7. "Resolution" means Pinecone has either: (a) corrected the Issue that prompted a particular Support Ticket so that In-Scope Services are performing in material conformance with the Documentation or (b) determined the reported Issue was the result of an Exception.
- 11.8. "Workaround" means a configuration change, manual procedure, or other workaround designed to regain intended or previously functioning Service features and functionality, but that does not provide a complete Resolution.
- **12. General.** This Support Policy, together with the Agreement (and the terms incorporated therein), is the complete and exclusive statement of the mutual understanding of the Parties, and supersedes all communications and agreements between the Parties (oral or written) relating to, the subject matter of this Support Policy. In the event of any conflict between this Support Policy and the Agreement, this Support Policy will control with respect to the subject matter of this Support Policy. Pinecone may modify this Support Policy from time to time by posting a revised version at https://www.pinecone.io/legal/.