

# TECHNICAL SUPPORT TERMS AND CONDITIONS

Please read these Terms and Conditions carefully before purchasing Support Services. If you are acting on behalf of an entity, then you represent that you have the authority to enter into the Agreement on behalf of that entity. If Company does not accept the terms of these Terms and Conditions, then it must not purchase Support Services.

## 1 DEFINITIONS

- 1.1 "Affiliate" means a separate legal entity, directly or indirectly, controlling, controlled by, or under common control with the Company.
- 1.2 "Agreement" means the Technical Support Agreement, entered into by and between Zabbix and Company, and these T&Cs forming an integral part of Agreement. The Agreement does not constitute a software license agreement.
- 1.3 "Company" means a legal entity acquiring the right to use Zabbix Support Services, and which is a party to the Agreement.
- 1.4 "Documentation" means the technical, user and reference manuals, notes, instructions and summaries, technical release notes, specifications, and any other supporting documentation related to Software, written by Zabbix in digital, printed, or other form.
- 1.5 "HA" or "High Availability" means a certain setup and configuration of Software, where more than one interconnected instance of Software is used to collect and manage the same data received for the same Items from the same Hosts. The Company at its discretion may decide to use third-party HA solution in parallel with Server/Proxy or to keep it on stand-by as a backup measure for the case where Server/Proxy fails to operate for any reason. If requested by the Company, Zabbix can provide Support Services for the third-party HA solution under conditions and for the additional fee agreed by the Parties separately. The prerequisite for the provision of Support Services for the third-party HA solution is that its setup must be initially created or reviewed and accepted by Zabbix.
- 1.6 "Host" or device means a logical object within Software, which describes a particular physical or logical element to be monitored by Software (e.g., physical server, router, printer, database, web site, IoT device, virtual machine, human being, vehicle, etc.).
- 1.7 "Invoice" means a commercial document issued by Zabbix to Company, indicating the level of Support Tier to be provided, quantity, agreed prices, payment terms, and special conditions, if any. Upon receipt of payment Invoice becomes an integral part of the Agreement.
- 1.8 "Legal Entity" means a separate legal entity, which may be either the Company (acting as a headquarter company/ parent company) or the Affiliate (acting as an affiliate/ subsidiary of the headquarter company/ parent company).
- 1.9 "OFAC" means the U.S. Department of the Treasury's Office of Foreign Assets Control.
- 1.10 "Party" refers to Zabbix or Company, and "Parties" refers to both Zabbix and Company collectively.
- 1.11 "Platform" means an automated information system of technical support available online at <https://support.zabbix.com/servicedesk/>. Support Services provided through Platform will be provided by humans and not by artificial intelligence.
- 1.12 "Proxy" means a stand-alone element of Software under Documentation and Software a Zabbix Proxy which is capable of collecting, buffering, processing, and sending data from Hosts to Zabbix Server.
- 1.13 "Purchase Order" means the written order(s) submitted by Company, or any third party to whom Company has authorized to submit written order(s) on Company's behalf, to Zabbix which identifies the Support Services Company desires to obtain from Zabbix.
- 1.14 "Remote troubleshooting service" refers by default to Support Services provided remotely to fix problems under Support Cases with "Blocker" or "Critical" priority in relation to the blocked operation of Server or Proxy. Zabbix can decide, at its discretion, against providing remote troubleshooting service for a Support Case with lesser than "Blocker" or "Critical" priority; and, in such case, Zabbix will provide response to User through the Platform in the relevant Support Case ticket.
- 1.15 "Restricted Person" means (i) any country or territory which is or becomes prohibited under Sanctions; (ii) person or entity owned or controlled by or acting on behalf of the government which is or becomes prohibited under Sanctions; (iii) person designated under Sanctions or SDN List; or (iv) any entity that is 50% or more owned or controlled by any of the foregoing.
- 1.16 "Sanctions" are: (i) restrictions imposed by the Republic of Latvia, the United Nations Organization, and the European Union; (ii) restrictions imposed by the Member States of North Atlantic Treaty Organization, including but not limited to the United States and the United Kingdom, and which are directly applicable in Latvia; (iii) other applicable export controls and trade and economic sanctions.
- 1.17 "SDN List" means the OFAC's Specially Designated Nationals and Blocked Persons List.
- 1.18 "Server" means a Zabbix Server, a stand-alone element of Software under Documentation and Software, which is a central element of Software that performs monitoring, data processing, visualization, notification, interacts with Proxies and agents, allows overall management of Software. Every Server that the Company intends to use Support

Services for shall be set out in the Agreement, regardless of whether the Server is used by the Company for production, development, tests, sandbox, redundancy, or any other purposes.

- 1.19 "Software" means Zabbix Monitoring Solution software developed by Zabbix SIA. Software is released under the terms of the open source software license applicable to the relevant version of the Software. More detailed information about the open source software licenses applicable to relevant Software's versions is available at <https://www.zabbix.com/license>.
- 1.20 "Support Case" is a precise statement of a single question, problem or issue related to correct installation, functional and operations of Software, as well as problem resolution, that Company is facing while using Software with all related sub-questions and comments, submitted to Zabbix using channels described herein.
- 1.22 "Support Fees" means the support fees set out in Invoice for a period specified in Invoice.
- 1.23 "Support Services" are the technical support services and other services included in particular Support Tier set out in Section 5 herein to be provided to Company under the scope of the Agreement. Support Services will be provided to Company by Zabbix personnel.
- 1.24 "Terms and Conditions" or "T&Cs" means these Technical Support Services Terms and Conditions.
- 1.25 "User" or "Users" refers to Company's Authorized Support Contact(s) as may be nominated by the Company from time to time.
- 1.26 "Workaround" means a suggested set of actions or recommendations that the Company may follow to circumvent or mitigate the impact of an error, notwithstanding that the error still exists. A Workaround, as a temporary solution to an issue, can be provided under SLA set out in Section 4.10.2 only in cases where no modifications to Software's code are necessary to address the issue.
- 1.27 "Zabbix" means a legal entity set out in the Agreement as a signatory.
- 1.28 "Zabbix personnel" means Zabbix SIA's technical specialists employed by Zabbix SIA and based in Latvia, as well as independent contractors contracted by Zabbix SIA.

## **2 COMPANY'S OBLIGATIONS**

- 2.1 Company will be responsible for performing operations on Company's computer system and Zabbix shall have no responsibility to perform operations on Company's computer system. Company acknowledges that Zabbix's ability to perform certain Support Services may be conditioned upon access to certain Company information and access to Company's computer system as reasonably requested by Zabbix. Zabbix cannot refuse to solve a certain problem due to impossibility to access Company's computer system without providing a good reason why the problem in question cannot be solved by Zabbix through other technical means (e.g., screen sharing, log files, etc.) without direct access to Company's computer system. Such information may include, but is not limited to, the type of hardware Company is using, a description of the problem for which Company seeks Support Services, and additional software Company is using that falls outside the Support Services scope of coverage. Company understands and agrees that the completeness and accuracy of the information provided by Company to Zabbix may affect Zabbix's ability to provide Support Services. Support Services purchased by Company are intended for use only for the benefit of Company and Legal Entities covered by respective Support Tier, if applicable, and only for the instances covered by this Agreement. Company may not use Support Services for other third-party beneficiaries and for instances that are not covered by the Agreement. Any unauthorized use of the Support Services will be deemed to be a material breach of this Agreement.
- 2.2 Should Company report a purported problem (issue) in Software to Zabbix or request a technical assistance, Zabbix may require Company to provide Zabbix with the following information, which shall be considered to be Confidential Information, related to such issue or the technical assistance: (a) a general description of the operating environment, (b) a list of all hardware components, operating systems and networks, (c) a reproducible test case, and (d) any log files, trace and systems files. Company's failure to provide this information may prevent Zabbix from identifying and resolving that purported issue.
- 2.3 Support Services shall be provided solely to Users. Zabbix strongly recommends Users to be trained on Software. Company shall be asked to designate Users in writing, including their full name, primary Company's email address, and phone numbers, following the date of entry into force of the Agreement. Company may not use a single User to act as a mere forwarding service for other personnel. Zabbix shall assign access for Users to use Support Services. Number of Users is limited for each Support Tier according to table in Section 4.9. The initial list of Users is set out in Section "*Company's authorized support contacts*" of the Agreement. Company may change its designated Users at any time by providing written notice to Zabbix. If Zabbix receives any requests or inquiries from Company's employee other than User, Zabbix may address such requests or inquiries, but Zabbix is not obligated to do so. Company may purchase additional Users for a fee. User may not use Support Services on the basis of this Agreement to benefit any person or entity other than Company and Legal Entities covered by respective Support Tier, if applicable. Each User must have "read and/or write" access to all necessary files. Each User must have good command of English and relevant technical knowledge necessary to assist Zabbix in performing Support Services contemplated under the Agreement. Such knowledge includes familiarity with Software and Company's infrastructure.
- 2.4 Company may initiate Support Case through the Platform. Users are authorized to login to Platform and to submit a Support Case for any covered Support Service, or to register Support Case by sending e-mail message to Zabbix

support e-mail address, or over the phone during Support Services availability time. Each submitted Support Case is given a unique identification number. Support Services logged through the Platform are managed in English.

- 2.5 Having determined the number of Legal Entities to which the Support Services will be provided under the Agreement, Zabbix applies the appropriate pricing model and Support Tier after assessing the scope of the Support Services to be provided, and the size of the Company (including the number of Affiliates to be covered by the Agreement).

One (1) Legal Entity within these T&Cs means a separate legal entity that meets all the following criteria: (a) all Users work for Legal Entity. If Legal Entity has its own and external employees, but they all work for the benefit of Legal Entity, it meets this criterion of one Legal Entity. Opposite, if Users are employed by Legal Entity, but are external employees of different companies or work for the benefit of different companies, then Legal Entity does not meet this criterion of one Legal Entity; (b) outcome generated by Software is consumed by Legal Entity. If data collected by Software is utilized by different companies or for the benefit of different companies, such use does not meet this criterion of one Legal Entity; (c) infrastructure elements (servers, network devices, applications, OS, etc.) monitored by Software are controlled (owned, leased, rented) by Legal Entity.

### 3 PRICING, INVOICING & TAXES

- 3.1 Support Fees shall be due and payable in the currency and pursuant to the payment terms indicated in the Invoice. Without limiting the foregoing, Zabbix shall notify Company of the then-current annual Support Fee for Support Tier in each renewal Invoice. Support Fees are non-refundable except as required by applicable law or as otherwise specifically permitted in these T&Cs. Zabbix may suspend or terminate Support Services if Support Fees are past due and if Company does not remedy such failure within five (5) business days upon receipt of Zabbix's notice. Company shall provide complete and accurate billing and contact information to Zabbix.
- 3.2 Company shall pay the Support Fees without withholding or deduction. Support Fees are exclusive of taxes and Company is responsible for all taxes. Zabbix will charge taxes when required to do so. Company will pay Zabbix net of any applicable withholding taxes. If Company is required to withhold or deduct any taxes from Support Fees before remitting payment to Zabbix, then Company agrees to increase the amount payable to Zabbix by the amount of such taxes so that Zabbix receives the full amount of all Support Fees. Thereby, Zabbix may gross up its rates and the amount due in an Invoice to ensure that the net amount actually received by Zabbix equals the gross amount due. Company and Zabbix will work together to avoid any withholding tax if exemptions, or a reduced treaty withholding rate, are available. If Zabbix qualifies for a tax exemption, or a reduced treaty withholding rate, Zabbix will provide Company with reasonable documentary proof.
- 3.3 Zabbix shall accept a Purchase Order by issuing the Invoice. The provisions of these T&Cs shall prevail over the terms and conditions of Purchase Orders. Consequently, terms and conditions of Purchase Orders, which are new or conflicting from those set forth in these T&Cs, shall not apply.

### 4 SUPPORT SERVICES

- 4.1 Subject to Company's payment of the applicable Support Fees set forth in the Invoice, Zabbix shall provide Support Services set out in the Agreement and in the Invoice in accordance with Support Tier descriptions set forth below.
- 4.2 Support Services only cover Support Cases, directly related to, or caused by Software and its functionality, stemming from the Software usage by Company.
- 4.3 Delivery of Support Services for Software versions is limited according to provisions set out in this Section 4.3. Support Services are provided for Software versions according to Zabbix Life Cycle & Release Policy available at [https://www.zabbix.com/life\\_cycle\\_and\\_release\\_policy](https://www.zabbix.com/life_cycle_and_release_policy), which offers detailed up-to-date information on frequency and cycles of updates for Software versions, and sets out currently supported Software versions. The schedule below sets out supported Software versions, which are actual and applicable on the date of publication of this version of T&Cs. For clarity and consistency purposes, it is recommended for the Company to refer to Zabbix Life Cycle & Release Policy during the period of validity of the Agreement for up-to-date information on currently supported Software versions.

Full Support Services include resolution of all Support Case types, while Limited Support services include only resolving Support Cases with "Critical" priority and security related issues. Zabbix does not guarantee any problem resolution for older releases and non-stable releases.

Major version	End of Full Support	End of Limited Support
Zabbix 5.0 LTS	May 31, 2023	May 31, 2025
Zabbix 6.0 LTS	February 28, 2025	February 28, 2027
Zabbix 6.4	June 30, 2024	December 31, 2024
Zabbix 7.0 LTS	June 30, 2027	June 31, 2029

- 4.4 Zabbix shall have no obligation of any kind to provide Support Services for Support Cases directly or indirectly resulting from errors (bugs), performance or other issues occurring due to any of the following: (i) Company is using Software that is modified or changed either by Company, or any third party in any way without written direction or express authorization by Zabbix; or (ii) Company is using Software in ways or use cases other than as provided in the Documentation.

4.5 Support Cases are handled based on Support Case priority levels as described in Section 4.8. When submitting Support Case, Company selects the priority in accordance with the priority guidelines set forth in Section 4.8. Zabbix may upon receipt of Support Case change priority of Support Case if Zabbix reasonably considers the Support Case as non-conforming to the criteria for the selected priority. Zabbix shall respond to Support Case and shall provide Workarounds or problem resolution in accordance with terms set in Section 4.10 for each specific Support Tier. A Support Case is considered to be closed upon receiving a solution from Zabbix that is considered proper by Company.

4.6 Support Services will be provided within Support Services availability time set out in Section 4.9. Support Services availability time 24x7 shall mean availability of Support Services twenty-four (24) hours a day, seven (7) days a week. Support Services availability time 8x5 shall mean standard business hours from 9 a.m. to 6 p.m. according to time zone set out in the Agreement, from Monday to Friday.

If response time set out in Section 4.10 (for Support Tier with Support Services availability time 8x5) falls out of that particular business day's Support Services availability time, then the remaining response time is transferred to the next business day's Support Services availability time.

4.7 Zabbix will use commercially reasonable efforts to provide a response within the response guideline period set forth in Section 4.10 during standard business hours and days as set forth therein.

4.8 Support Case priorities are assigned based on the technical importance of the problem in Company's Zabbix environment.

Support Case Priority	Support Case priority criteria
Blocker	Critical problem that causes downtime of Software
Critical	Critical problem that cannot be bypassed for Software
Major	Problem that cannot be bypassed for Software
Minor	Problem that can be bypassed for Software
Trivial	Inaccuracy or case where Software is not operating as documented
New Feature	Request for new feature
Task	Consultation related to Company's environment

4.9 Both number of Support Cases and support availability time are limited as per Support Tier according to the table below.

Support Tier	Bronze (Outdated)	Silver	Gold	Platinum	Enterprise	Global I
Number of monitored devices	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Number of Support Cases per year	4	8	Unlimited	Unlimited	Unlimited	Unlimited
Support Services availability time	8x5	8x5	8x5	24x7	24x7	24x7
Available support channels	Platform, phone, e-mail					
Supported Zabbix servers	According to Agreement				Unlimited	Unlimited
Supported Zabbix proxies					Unlimited	Unlimited
Support for Zabbix Native HA					Included	Included
Number of Users	1	1	2	3	7	20
Number of Legal Entities covered	1	1	1	1	1	5

4.10 Support Services SLA

4.10.1 Maximum time period for providing initial response and acknowledgment, by Support Case priority:

Support Case Priority	Bronze (Outdated)	Silver	Gold	Platinum	Enterprise	Global I
Blocker	2 business days	1 business day	4 business hours	120 minutes	90 minutes	60 minutes
Critical				4 hours	4 hours	2 hours
Major		2 business days	1 business day	1 business day	1 business day	1 business day
Minor	3 business days	2 business days	2 business days	2 business days	2 business days	2 business days
Trivial		3 business days	3 business days	3 business days	3 business days	3 business days
New Feature	2 business days	1 business day	1 business day	1 business day	1 business day	1 business day
Task	1 business day	1 business day	1 business day	1 business day	1 business day	1 business day

4.10.2 Maximum time period for providing Workarounds, by Support Case priority:

Support Case Priority	Bronze (Outdated)	Silver	Gold	Platinum	Enterprise	Global I
Blocker	-			-	16 hours	8 hours
Critical				-	48 hours	24 hours
Major				-	48 hours	48 hours
Minor		-	-	-	48 hours	48 hours
Trivial		-	-	-	5 business days	5 business days

4.10.3 Maximum time period for providing problem resolution, by Support Case priority:

Support Case Priority	Bronze (Outdated)	Silver	Gold	Platinum	Enterprise	Global I
Blocker	-			-	7 calendar days	3 calendar days
Critical				-	10 calendar days	7 calendar days
Major				-	to be determined unilaterally by Zabbix	14 calendar days
Minor		-	-	-	to be determined unilaterally by Zabbix	
Trivial		-	-	-	to be determined unilaterally by Zabbix	

**5 SUPPORT TIERS**

- 5.1 **Bronze Support Tier** is outdated and provided only to previously purchased contracts through a web-based portal and includes registration of Support Cases and tracking of Support Case status.
- 5.2 **Silver Support Tier** is provided through a web-based portal and telephone support and includes: registration of Support Cases and tracking Support Cases status.
- 5.3 **Gold Support Tier** is provided through a web-based portal and telephone support and includes: registration of Support Cases and tracking Support Cases status; support for distributed monitoring with Zabbix proxies; remote troubleshooting service.
- 5.4 **Platinum Support Tier** is provided through a web-based portal and telephone support and includes: registration of Support Cases and tracking Support Cases status; support for distributed monitoring with Zabbix proxies; remote troubleshooting service; performance tuning; precompiled Zabbix agents for specific Company's platforms.
- 5.5 **Enterprise Support Tier** is provided through a web-based portal and telephone support and includes: registration of Support Cases and tracking Support Cases status; support for distributed monitoring with Zabbix proxies; support for Zabbix Native HA; remote troubleshooting service; performance tuning; precompiled Zabbix agents for specific Company's platforms; environment review; upgrade to the latest version performed by Zabbix team; monthly progress meetings; one on-site visit to Company's office or remote engagement of five (5) business days duration by a leading consultant of Zabbix to provide Company with consultation services; one Zabbix Certified User training session for up to fifty (50) Company's employees delivered remotely; one on-site visit to Company's location or remote engagement of five (5) days duration to deliver Zabbix Certified Specialist and Zabbix Certified Professional training for up to five (5) Company's employees.
- 5.6 **Global I Support Tier** is provided through a web-based portal and telephone support and includes: registration of Support Cases and tracking Support Cases status; support for distributed monitoring with Zabbix proxies; support for Zabbix Native HA; remote troubleshooting service; performance tuning; precompiled Zabbix agents for specific Company's platforms; environment review; upgrade to the latest version performed by Zabbix team; monthly progress meetings; two on-site visits to Company's office or remote engagements of five (5) business days duration each by a leading consultant of Zabbix to provide Company with consultation services; three Zabbix Certified User training sessions for up to fifty (50) Company's employees delivered remotely; two on-site visits to Company's location or remote engagements of five (5) days each to deliver Zabbix Certified Specialist and Zabbix Certified Professional training for up to ten (10) Company's employees; one on-site visit to Company's location or remote engagement of three (3) days duration to deliver Zabbix Certified Expert training for up to five (5) Company's employees; twenty (20) man-days of Zabbix integration and development teams to be spend to develop complex integrations between Zabbix and 3rd party applications, for building custom automation processes around Zabbix utilizing Zabbix API, to extend existing Zabbix functionality; three (3) Zabbix Summit Full Participation tickets.

Support Services within the Agreement under Global I Support Tier can be provided to maximum five Legal Entities (Company and four Affiliates) subject to a condition that all these Legal Entities form a corporate group as a collection of headquarter/parent company and affiliate/subsidiary companies that function together as a single economic entity through a common source of control.

5.7 The on-site visit as per the Enterprise Support and Global I Support Tier may be substituted by the remote engagement of the same duration, at the choice of Company, if there are no formal restrictions of any kind, save for the cases when objective factors affect the on-site visit and any restrictions or risks do not allow Zabbix to conduct on-site visits. Zabbix reserves the right to unilaterally decide to substitute on-site visits by remote engagement at any time if the country where the Company's site is located is classified as the Travel Advisory level 3 [reconsider travel] or level 4 [do not travel] under the Travel Advisories maintained by the U.S. Department of State (available at <https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html/>), or when the Ministry of Foreign Affairs of the Republic of Latvia urges Latvian nationals to avoid travelling to the country where the Company's site is located.

## **6 PROBLEM RESOLUTION, SUPPORT CASE'S HANDLING PROCEDURE, CONTRACTUAL PENALTIES**

### **6.1 Problem Resolution.**

ZABBIX WILL USE ALL COMMERCIALY REASONABLE EFFORTS TO RESOLVE ANY ISSUE STEMMING FROM THE USAGE OF SOFTWARE BY COMPANY AS REPORTED UNDER SUPPORT CASE.

Zabbix at its sole discretion may resolve such issue in the version of Software that Company is currently using or may instruct Company to migrate to a newer minor version of Software with that issue resolved. Zabbix reserves the right to provide Company with a Workaround in lieu of resolving an issue should Zabbix in its sole judgment determine that it is more effective to do so.

Zabbix may decide against resolving an issue if such resolution, due to complexity based upon the results of the evaluation of technical feasibility in terms of staff time and financial resources needed, places disproportionate burden on Zabbix and requires means clearly out of proportion to commercial viability (e.g., rewriting of significant part of the source code). In the event that Zabbix decides against resolving an issue in Software, as requested by Company, the latter shall be entitled to decide whether to terminate the Agreement within thirty (30) calendar days from the date when Zabbix informed Company of such decision by providing five (5) business days' notice in writing to Zabbix, and Zabbix will refund the remaining pro-rata prepaid Support Fees according to the remaining period of Support Services paid and not received by Company. After receipt of the pro-rata refund of the prepaid Support Fees the Company will have no further recourse against Zabbix.

### **6.2 Support Case's Registration and Handling Procedure.**

6.2.1 Company, as the necessity in Support Services appears, opens Support Case under procedure that is set out below. The Support Case must contain the name, surname, and contact details of the person who had faced the problem directly, priority of Support Case as per the classification set out in Section 4.8, as well as a detailed description of a question or non-routine situation.

Support Cases may be submitted to Zabbix by User through any of the means listed below:

- through the "Platform";
- via e-mail address;
- by telephone.

6.2.2 At the time of registration of Support Case the Platform sends a message with Support Case's number, link to Support Case and the status of Support Case to the e-mail address of User who had registered Support Case. The status "Waiting for Support" is assigned.

6.2.3 The time of commencement of providing the Support Services under Support Case is the time of registration of Support Case by Zabbix.

6.2.4 Company shall add comments to previously registered Support Case in the Platform in case of repeated request regarding the same problem. Support Case is assigned with the status "Waiting for Support" after adding each comment to Support Case from Company's side in the Platform.

6.2.5 The reaction time to Support Case is an amount of time between the submission of Support Case by Company in the Platform and receiving the first human reply message from Zabbix after registration of the respective Support Case. The upper time limit for reaction to Support Case is set out in Section 4.10.1 of these T&Cs. Support Case is assigned with the status "Waiting for Customer" after sending the initial and each subsequent response to Company's Support Case.

6.2.6 The time for providing Workaround is an amount of time between the moment Company provided Zabbix all necessary information and details regarding particular Support Case and all additional information requested by Zabbix as stated in Section 2.2 and the moment of providing the solution to Company that allows to reduce the priority of Support Case. The upper time limit for providing Workaround is set out in Section 4.10.2 of these T&Cs.

6.2.7 Company singlehandedly, or Zabbix subject to Company's approval, will change Support Case's status to "Resolved" after the problem resolution is provided by Zabbix and in case Company concurs with such resolution. Otherwise, Zabbix representative shall contact User to identify the reason of nonconurrence and Zabbix shall resume the provision of Support Services under Support Case (when requested).

6.2.8 The time for providing problem resolution is an amount of time between the moment Company provided Zabbix all necessary information and details regarding particular Support Case and all additional information requested by

Zabbix as stated in Section 2.2 and the moment of providing the solution to Company that allows to close Support Case. The upper time limit for problem resolution is set out in Section 4.10.3 of these T&Cs.

- 6.2.9 Company shall check the proposed solution and shall inform Zabbix on Company's concurrence or nonconcurrence with such solution no later than thirty (30) days after the change of Support Case's status to "Resolved". If Company concurs with proposed solution, Company shall change Support Case's status to "Closed" in manual way. Otherwise, Company shall change Support Case's status to "Waiting for Support".
- 6.2.10 The Platform will assign Support Case with the status "Closed" automatically if Company does not change Support Case's status either to "Closed" or to "Waiting for Support" within thirty (30) days after Support Case is being assigned with the status "Resolved". Support Case is permanently closed for editing, commenting, or changing its status after the change of Support Case's status to "Closed". Company shall register a new Support Case if new questions or comments arise in connection with Support Case with status "Closed".
- 6.3 **Contractual penalties for delayed Support Services.** In case of a delay in fulfillment of Zabbix obligations that are set out in Section 4.10 of these T&Cs, Company shall be entitled to impose a contractual penalty for each hour of delay amounting to: (i) one tenth percent (0.1%) of the annual Support Fees for problems with "Blocker" and "Critical" priority; (ii) five hundredths percent (0.05%) of the annual Support Fees for problems with "Major" and "Minor" priority. The total amount of contractual penalties in aggregate shall be capped at five percent (5%) of the annual Support Fees.
- 6.4 If the delay in the process of fulfillment of the duties of one Party makes it impossible for the other Party to timely fulfill its duties under the Agreement and these T&Cs, the term of the fulfillment of the duties by the other Party shall be prolonged for the period of the delay by the delaying Party. The Party, which claims the prolongation of the period of fulfillment of the duties, shall present documents certifying the fact of the delay in the fulfillment of the duties of the other Party.
- 6.5 **Software Upgrades and Software End of Support Policy.** Zabbix provides upgrades and updates. Software comes with a three-digit number version. An even second digit represents the major release (i.e. upgrade). An odd second digit represents a major non-stable release. The third digit identifies the minor releases (i.e. updates).

## 7 OWNERSHIP

- 7.1 **Zabbix Ownership.** Zabbix will own all rights, title and interest in and to any software programs or tools, utilities, technology, processes, inventions, devices, methodologies, specifications, documentation, techniques and materials of any kind used or generated by Zabbix in connection with performing its support obligations (collectively "Zabbix Materials"), including all worldwide patent rights (including patent applications and disclosures), copyright rights, moral rights, trade secret rights, know-how and any other intellectual property rights (collectively, "Intellectual Property Rights") therein. Company will have no rights in the Zabbix Materials except as expressly agreed to in writing by the Parties. Nothing in this Agreement will be deemed to restrict or limit Zabbix right to perform similar services for any other party or to assign any employees or subcontractors to perform similar services for any other party provided that Zabbix complies with its obligations under Section 8 with respect to Company Confidential Information.

## 8 CONFIDENTIAL INFORMATION

- 8.1 **Confidential Information.** "Confidential Information" means: (i) Company's materials and Zabbix Materials; (ii) personal data; (iii) any business or technical information of Zabbix or Company that is designated by a Party as "confidential" or "proprietary" at the time of disclosure or due to its nature or under the circumstances of its disclosure the Party receiving such information knows or has reason to know should be treated as confidential or proprietary; and (iv) any information that a reasonable person would expect to be confidential, including but not limited to, the Agreement, business or technical information, log files, trace and system files, and which is disclosed by a Party to the other Party.
- 8.2 **Exclusions.** Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of this Agreement by the receiving Party; (ii) is rightfully known by the receiving Party at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the receiving Party without use of the disclosing Party's Confidential Information; (iv) is rightfully received by the receiving Party from a third party without restriction on use or disclosure; or (v) is disclosed with the prior written approval of the disclosing Party.
- 8.3 **Use and Disclosure Restrictions.** Each Party will not use the other Party's Confidential Information except as necessary for the performance or enforcement of this Agreement and will not disclose such Confidential Information to any third party except to those of its employees and subcontractors who have a bona fide need to know such Confidential Information for the performance or enforcement of this Agreement; provided that each such employee and subcontractor is bound by a written agreement that contains use and nondisclosure restrictions consistent with the terms set forth in this Section. Each Party will employ all reasonable steps to protect the other Party's Confidential Information from unauthorized use or disclosure, including, but not limited to, all steps that it takes to protect its own information of like importance. The foregoing obligations will not restrict either Party from disclosing the other Party's Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Party required to make such a disclosure gives reasonable notice to the other Party to contest such order or requirement; (ii) to its legal or financial advisors, provided that such advisor(s) shall be bound by nondisclosure restrictions consistent with the terms set forth in this Section; (iii) as required under applicable laws and regulations; and (iv) subject to customary restrictions, to present or future providers of venture capital and/or potential private investors in or acquirers of such Party.

## 9 TERM AND TERMINATION

- 9.1 **Term.** The date of commencement of the provision of Support Services by Zabbix under the Agreement and these T&Cs shall be either the start date of period set out in Sub-Section "*Support period*" of Section "*Support details*" of the Agreement or any such later date as may be specified in the written notification signed by authorized representative of Company and duly submitted to Zabbix or a date set out in Invoice (the "Effective Date").

The Agreement shall commence on the Effective Date, and continue for a period of one (1) year or other term specified in the Agreement or Invoice (the "Initial Term") and thereafter terminate, unless terminated earlier in accordance with its terms.

Upon expiration of the Initial Term, the renewal of the Agreement can be made by the extension of the Agreement's term (the "Renewal Term") through one of the following extension options: (i) by mutual written agreement of the Parties, (ii) by Company's payment of the renewal Invoice issued by Zabbix, or (iii) by issuing the Purchase Order.

If Company allows the Initial Term or the Renewal Term to expire, and subsequently reactivates Support Services, then Company shall cover Support Fees for the lapsed period. At the same time, Zabbix is not obligated to provide Support Services during the lapsed period.

Zabbix, at its discretion, shall have the right, but not an obligation to, block Company access to Platform and to permanently delete and remove from Zabbix servers the Support Cases, after thirty (30) days of the lapsed period. The Company will be able to access the Support Cases during the thirty (30) days of the lapsed period only.

Zabbix will register Support Cases up until the end of the last day of the Initial Term or the Renewal Term, and Zabbix will continue providing the Support Services regarding the registered Support Cases.

## 9.2 Termination

### 9.2.1 Termination for Breach

Each Party is entitled to terminate this Agreement if the other Party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice thereof.

If the Agreement is terminated by Zabbix due to the Company's breach of the material term, then Zabbix will have no obligation to refund any amounts of the prepaid Support Fees for Support Services paid and not received by Company.

If the Agreement is terminated by the Company due to Zabbix's breach of the material term, then Zabbix will refund the remaining pro-rata prepaid Support Fees according to the remaining period of Support Services paid and not received by Company. After receipt of the pro-rata refund of the prepaid Support Fees the Company will have no further recourse against Zabbix.

### 9.2.2 Termination for Sanctions Compliance

If Company or any individual, entity, or organization holding any ownership interest or controlling interest in Company, including a director, is determined at any time to be an individual, entity, organization with whom Zabbix is prohibited from dealing by Sanctions, including without limitation, names appearing on the SDN List, then Company will be deemed to be in material breach of this Agreement and Zabbix may terminate this Agreement immediately, without an obligation to refund any amounts of the prepaid Support Fees for Support Services paid and not received by Company.

### 9.2.3 Termination for Convenience

Company may, at its option, immediately terminate the Agreement, at any time and for any reason, by giving written notice to Zabbix. Upon such termination, Zabbix will have no obligation to refund any amounts of the prepaid Support Fees for Support Services paid and not received by Company.

## 9.3 Effect of Termination

Upon the expiration or termination of this Agreement: (i) Zabbix will promptly return all Company's materials to Company; (ii) each Party will promptly return to the other Party all Confidential Information of the other Party in its possession or control, or destroy such Confidential Information, in each case save to the extent that the Party is required to retain any such Confidential Information by any applicable law, rule or regulation or by any competent judicial, governmental, supervisory or regulatory body or in accordance with reasonable internal policy, or where the Confidential Information has become embedded in its electronic storage systems through automated backup or archiving procedures, to the extent that this is necessary, and in compliance with the confidentiality obligations mentioned above; and (iii) Company will, within thirty (30) days after receipt of Zabbix invoice, pay all accrued and unpaid fees and expenses.

- 9.4 **Survival.** The rights and obligations of the Parties contained in Sections 7, 8, 9.3, 9.4, 10.2, 11, and 12 of these T&Cs will survive the expiration or termination of the Agreement.

## 10 REPRESENTATIONS AND WARRANTIES, LIMITATION OF LIABILITY

### 10.1 Representations and Warranties

- 10.1.1 Zabbix represents and warrants that (a) it has the authority to enter into the Agreement, (b) the Support Services will be performed in a professional and workmanlike manner by qualified personnel.



Company represents and warrants that (a) it has the authority to enter into the Agreement, and (b) its use of Software will comply with all applicable laws, and it will not use Software for any illegal activity.

10.1.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SOFTWARE IS PROVIDED “AS IS” AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED, AND ZABBIX DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY THE COURSE OF DEALING OR USAGE OF TRADE. ZABBIX DOES NOT REPRESENT OR WARRANT THAT SOFTWARE WILL BE UNINTERRUPTED, SECURE, ERROR FREE, ACCURATE OR COMPLETE, OR THAT ZABBIX WILL CORRECT ALL ERRORS.

### 10.1.3 **Sanctions**

The Parties shall comply with all applicable Sanctions in performance of the Agreement. The Party shall not do anything which would cause the other Party to be in breach of applicable Sanctions.

No transaction shall be made with the Restricted Persons under this Agreement, except to the extent that such transaction is permitted under Sanctions (for example by way of a general or specific license granted by the relevant authorities).

Except as has previously been disclosed in writing, each Party represent that it, its beneficial owners, and directors are not and have not in the past been identified as a Restricted Person.

Should a Party, any of its beneficial owners or directors be identified as a Restricted Person, such Party shall promptly notify the other Party in writing. Upon receipt of such notice, the other Party may and hereby reserves its rights to take steps necessary to comply with applicable laws up to and including terminating this Agreement.

### 10.2 **Limitation of Liability**

10.2.1 COMPANY IS RESPONSIBLE FOR THE RIGHT EXPLOITATION OF SOFTWARE. COMPANY IS OBLIGED TO MAKE BACKUP COPIES OF DATA AND SOFTWARE.

10.2.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR ANY DAMAGES FOR LOST OR DAMAGED DATA, LOST PROFITS, LOST SAVINGS OR BUSINESS OR SERVICE INTERRUPTION, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2.3 IN NO EVENT WILL ZABBIX TOTAL AND AGGREGATE LIABILITY FOR ALL CLAIMS AND ALL THEORIES OF LIABILITY ARISING OUT OF OR RELATING TO THE AGREEMENT EXCEED THE AMOUNT OF ANY DIRECT DAMAGES UP TO THE AMOUNT OF SUPPORT FEES PAID TO ZABBIX BY COMPANY UNDER THIS AGREEMENT.

10.2.4 NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT AND THESE TERMS AND CONDITIONS, ZABBIX DOES NOT EXCLUDE OR LIMIT LIABILITY FOR (A) PERSONAL INJURY OR DEATH OF ANY INDIVIDUAL TO THE EXTENT THAT SUCH INJURY OR DEATH RESULTS FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ZABBIX, ITS EMPLOYEES, OR SUBCONTRACTORS; (B) DAMAGES RESULTING FROM FRAUD; (C) ANY OTHER LIABILITY WHICH IS NOT PERMISSIBLE AT LAW TO EXCLUDE OR LIMIT.

### 11 **NON-SOLICITATION**

During the term of the Agreement and for a period of twelve (12) months thereafter, either Party will not recruit or otherwise solicit for employment any employees or subcontractors of the other Party who participated in the performance of the Agreement without such other Party’s express prior written approval. Notwithstanding the foregoing, this Section 11 shall not preclude either Party from hiring any person so employed or retained by the other Party where such person independently responds to an employment opportunity broadcast by the Party to the general public (e.g., via newspaper, magazine, broadcast, internet, etc.).

### 12 **GENERAL PROVISIONS**

12.1 **Assignment.** Neither Party may assign its rights and obligations under the Agreement without prior written consent of the other Party.

12.2 **Governing Law.** The Agreement, and all matters arising out of or relating to the Agreement, will be governed by and construed under the laws of the jurisdiction set out in the governing law column opposite the applicable Zabbix entity, signatory to the Agreement, in the table below. Further, for any action arising out of or related to the Agreement, both Parties consent to the exclusive jurisdiction and venue of the courts located in the venue column opposite the applicable Zabbix entity in the table below.

Zabbix entity:	Governing Law:	Jurisdiction and Venue:
SIA "Zabbix", registered in Latvia	The substantive law of the Republic of Latvia, without giving effect to any of the conflicts of law principles which would result in the application of the substantive law of another jurisdiction	Riga City Vidzeme District Court
Zabbix LLC, registered in	The substantive and procedural law of the State of New York, without giving effect to any of the conflicts of law	The Supreme Court of the State of New York, County of New York or the United

the United States	principles which would result in the application of the substantive law of another jurisdiction	States District Court for the Southern District of New York.
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- 12.3 **Notices.** Any notice to be given pursuant to this Agreement, including any notice of change of address for notice, shall be sent by registered post, delivered in person or via courier service with signature upon delivery, to the Party's address set out in the Agreement, and such notice shall be deemed notified on the seventh day after handing it over to the post office, or on the second business day after delivery in person or via courier service.
- 12.4 **Waiver.** The waiver of any breach or default of any provision of the Agreement will not constitute a waiver of any other right hereunder or of any subsequent breach or default.
- 12.5 **Severability.** If any provision of the Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.
- 12.6 **Company Reference.** Company permits Zabbix to use Company's name and logo, and to refer to Company as a user of Software and a customer of Zabbix.
- 12.7 **Force Majeure.** Neither Party will be responsible for any failure or delay in its performance under Agreement due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, fire, failure of the public electricity supply, acts of government or public authority, war, acts of terror, riot, acts of nature.
- 12.8 **Changes.** These T&Cs are valid and effective as of June 22<sup>nd</sup>, 2024. This version supersedes any previously existing version. Zabbix reserves the right to update these T&Cs from time to time and/or to supplement them with additional terms or conditions specific to Support Services as it may deem appropriate. If Zabbix amends these T&Cs in a manner that materially reduces level or quality of Support Services, Zabbix will notify Company at the email address stated in Agreement with at least thirty (30) days prior notice. Where Company raises no objections within the period specified above, it shall be assumed that Company has consented to the amendments.
- 12.9 **Data Protection.**
- 12.9.1 **Data Protection of personal data to be processed by Zabbix if SIA "Zabbix" is a signatory to the Agreement.** No transfer and processing of personal data, especially Company's customers' personal data, shall be made by Zabbix for the purpose of performing of Support Services under the Agreement, save for the processing of limited scope of personal data (first name, surname, e-mail address, telephone number, position) of Users and Company's Authorized Representatives for business continuity purpose.
- Zabbix is committed to protecting the privacy of personal data under the Governing Law and the EU General Data Protection Regulation 2016/679 (GDPR). For the purposes of GDPR, Zabbix will be the controller of personal data of Users and Company's Authorized Representatives that Zabbix collects from Company in connection with the provision of Support Services. Zabbix Privacy Policy is available at [https://www.zabbix.com/privacy\\_policy](https://www.zabbix.com/privacy_policy). If such need arises and Company requires Zabbix to process Company's customers' personal data, for the purposes of GDPR, Company will be controller and Zabbix will be processor of such personal data and the processing of personal data of Company's customers shall be made solely based on documented instructions from Company.
- 12.9.2 **Data Protection of personal data to be processed by Zabbix if Zabbix LLC is a signatory to the Agreement.** No transfer and processing of personal data, especially Company's customers' personal data, shall be made by Zabbix for the purpose of performing of Support Services under the Agreement, save for the processing of limited scope of personal data (first name, surname, e-mail address, telephone number) of Users and Company's Authorized Representatives for business continuity purpose.
- Zabbix is committed to protecting the privacy of personal data under the Governing Law. If such need arises and Company requires Zabbix to process Company's customers' personal data, then the processing of personal data of Company's customers shall be made solely based on documented instructions from Company.
- 12.10 **Anti-corruption.** All business relationships under the Agreement must be guided by the strictest rules of integrity. Zabbix does not tolerate any form of corruption, extortion, or misappropriation of assets (which includes the promise, delivery, or acceptance of bribery). All business relationships must be fully transparent and precisely recorded in records and books of account. Each Party hereby is obliged to comply with applicable anti-corruption laws.