

# TECHNICAL SUPPORT TERMS AND CONDITIONS

## 1. DEFINITIONS

"Zabbix" is Zabbix SIA, a company registered in the Republic of Latvia under registration number 40003738045.

"You", "Yours", and "Company" refer to a legal organization that is using Zabbix support services.

"Software" means Zabbix Monitoring Solution software, developed by Zabbix and distributed under GNU GPLv2.

"Agreement" refers to the agreement between parties based on these Technical Support Terms and Conditions.

"Terms and Conditions" refers to these Technical Support Terms and Conditions.

"Invoice" is a commercial document issued to Company, indicating the level of support to be provided, quantity, agreed prices for services, payment terms, and any special conditions. Payment of Invoice is regarded as an unambiguous confirmation of acceptance of all the terms of this Agreement. Upon receipt of payment Invoice becomes an integral part of Agreement.

"Support Fees" are support fees set forth in Invoice for a period specified in Invoice.

"Support Case" is a precise statement of a single question, problem or issue that Company is facing while using Software, such as request for a bug fix, a technical question about Software usage with all related sub-questions and comments, submitted to Zabbix using channels described in Section 2.7.

"Party" refers to Zabbix or Company.

"Documentation" means in digital, printed or other form, the technical, user and reference manuals, notes, instructions and summaries, technical release notes, specifications, and any other supporting documentation related to the Software, written by Zabbix.

## 2. SUPPORT

2.1 Subject to your payment of the applicable Support Fees set forth in the Invoice, Zabbix shall provide the level of support identified in your Invoice in accordance with the support descriptions set forth below.

2.2 Support services include the resolution of Support Cases and provision of other services according to Company's support tier. Support only covers Support Cases directly related to or caused by Software and its functionality. Delivery of Support services for Software versions preceding major version is limited according to Section 2.15.

2.3 Support Fees shall be due and payable in accordance with your Invoice. Without limiting the foregoing, Zabbix shall notify you of the then-current annual Support Fee for your level of support in each renewal Invoice. Support Fees shall be non-refundable once paid.

2.4 Zabbix shall have no obligation of any kind to provide support for problems in the operation or performance of Software caused by any of the following: (i) modifications to the Software not made by Zabbix or a party expressly authorized by Zabbix; or (ii) use of the Software other than as provided in the documentation for the Software.

2.5 Support Cases are handled based on case priority levels as described in Section 2.6. When submitting a Support Case, Company selects the priority by logging the case online, in accordance with the priority guidelines set forth in Section 2.6. When the case is received, Zabbix may change the priority if the Support Case does not conform to the criteria for the selected priority. Zabbix shall respond to a Support Case and shall provide workarounds or fixes in accordance with terms set in Section 2.8 for each specific support level. A Support Case is considered to be closed upon receiving a proper solution from Zabbix.

### 2.6 Case priority levels

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

Case name	Priority	Case priority criteria
Bug	Blocker	Critical error that causes downtime
	Critical	Critical error that cannot be bypassed
	Major	Error that cannot be bypassed
	Minor	Error that can be bypassed
	Trivial	Inaccuracy or case where a Zabbix feature is not operating as documented
New Feature	For all priorities	Request for new feature
Task	For all priorities	Consultation related to the Customer's environment
Improvement	For all priorities	Request for changes

### 2.7 Number of cases and support availability times, by support tier

Depending on the level of selected support tier, both the number of cases and support availability time are limited according to the table below:

Support Tier	Bronze	Silver	Gold	Platinum	Enterprise
Number of cases per year	4	8	Unlimited	Unlimited	Unlimited
Support availability time	8x5 (M-F)	8x5 (M-F)	8x5 (M-F)	24x7	24x7
Available support channels	Web portal	Phone, web	Phone, web	Phone, web	Phone, web

		portal	portal	portal	portal
Number of authorized support contacts	1	1	2	3	5 and more

2.8 Initial response and acknowledgment, by case priority

Case name: Priority	Bronze	Silver	Gold	Platinum	Enterprise	
Bug: Blocker	2 business days	1 business day	4 business hours	90 minutes	90 minutes	
Bug: Critical				4 hours	4 hours	
Bug: Major		2 business days	2 business days	1 business day	1 business day	1 business day
Bug: Minor			2 business days	2 business days	2 business days	2 business days
Bug: Trivial			2 business days	2 business days	2 business days	2 business days
New Feature	3 business days	3 business days	3 business days	3 business days	3 business days	
Task	2 business days	1 business day	1 business day	1 business day	1 business day	
Improvement	3 business days	3 business days	3 business days	3 business days	3 business days	

2.9 Zabbix Support Tiers:

2.9.1 Bronze Support is provided through a web-based portal and includes submitting of cases and tracking of case status.

2.9.2 Silver Support is provided through a web-based portal and telephone support and includes: submitting of cases and tracking case status; standard Zabbix builds.

2.9.3 Gold Support is provided through a web-based portal and telephone support and includes: submitting of cases and tracking case status; standard Zabbix builds; remote troubleshooting service; support for distributed monitoring with Zabbix proxy based on the number of paid proxies.

2.9.4 Platinum Support is provided through a web-based portal and telephone support and includes: submitting of cases and tracking case status; standard Zabbix builds; remote troubleshooting service; support for distributed monitoring with Zabbix proxy based on the number of paid proxies; performance tuning; precompiled Software according to Company request.

2.9.5 Enterprise Support provides the same services as defined in Platinum support and also includes: assigned primary support contact; one five (5) business day visit to Company office by a leading consultant of Zabbix; Zabbix Certified Specialist and Zabbix Certified Professional training at Company location for up to 5 Company's employees; upgrade to the latest major version; environment reviews; sponsored development priority.

2.10 Authorized Support Contacts. Support shall be provided solely to your authorized support contacts. Zabbix strongly recommends your authorized contact(s) to be trained on the Software. You shall be asked to designate your authorized support contacts, including their full name, primary email address and phone numbers, following your payment of the Invoice. Zabbix shall open a support account and assign access for the authorized support contacts to use the account. Number of authorized support contacts is limited for each Support Tier according to table in Section 2.7. Company may change its designated authorized support contacts at any time by providing written notice to Zabbix.

2.11 Defect Resolution. Should Zabbix in its sole judgment determine that there is a defect in the Software, it shall, *at its sole consideration*, repair that defect in the version of the Software that you are currently using or instruct you to install a newer minor version of the Software with that defect repaired. Zabbix reserves the right to provide you with a workaround in lieu of fixing a defect should it in its sole judgment determine that it is more effective to do so.

2.12 Your Obligation to Assist. Should you report a purported defect in the Software to Zabbix or request a technical assistance, Zabbix may require you to provide them with the following information: (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. Your failure to provide this information may prevent Zabbix from identifying and fixing that purported defect.

The control time for a check on the solution and re-testing is ten (10) working days starting from the moment of delivery of the solution, unless, when agreeing upon the solution, the Parties have not decided otherwise. If the Company does not inform Zabbix about the results of the testing within ten (10) days, the case is considered to be resolved and Zabbix changes its status to "CLOSED".

When a case is solved, Zabbix shall change its status to "RESOLVED" in Zabbix Support System. If the solution is accepted, the Company shall change the case status to "CLOSED" or, if the solution is not accepted, re-open the case.

2.13 If the delay in the process of fulfillment of the duties of one Party makes it impossible to fulfill the duties of the other Party timely, the term of the fulfillment of the duties by the other Party shall be prolonged for the period of the delay by the first Party. The Party, which claims the prolongation of the period of fulfillment of the duties, has to present documents certifying the fact of the delay in the fulfillment of the duties of the other Party.

2.14 Software Upgrades and Software End of Support Policy. Zabbix provides upgrades and updates. Zabbix 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).

2.15 Limited Support services are provided for Software versions according to the schedule (see below). Limited Support services include only Blocker and Critical bug fixing. Zabbix does not guarantee any code fixes for older releases and non-stable releases.

Major version	Full Support	Limited Support
Zabbix 2.0	May 2015	May 2017
Zabbix 2.2	August 2017	August 2019
Zabbix 2.4	February 2016	March 2016
Zabbix 3.0	February 2019	February 2021

### 3. OWNERSHIP

3.1 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 4 with respect to Company Confidential Information.

### 4. CONFIDENTIAL INFORMATION

4.1 Confidential Information. “Confidential Information” means: (i) Company Materials and Zabbix Materials; and (ii) 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.

4.2 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.

4.3 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; (iii) as required under applicable securities 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.

### 5. TERM AND TERMINATION

5.1 Term. This Agreement will commence on the date of Zabbix receiving a payment for the Invoice (the “Effective Date”) and, unless terminated earlier in accordance with the terms of this Agreement, for a period of one year thereafter (the “Initial Term”). The Agreement will automatically renew for additional one-year terms (each, a “Renewal Term”), unless either party provides the other with written notice of its intent not to renew the Agreement at least thirty (30) days prior to the end of the then-current Initial Term or Renewal Term. If Company allows its support Term to expire due to a delay in renewal Invoice payment, then Company may seek to re-activate support by paying renewal Invoice that includes fees for the lapsed period.

5.2 Termination. Each party will have the right 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.

5.3 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; and (iii) Company will, within thirty (30) days after receipt of Zabbix invoice, pay all accrued and unpaid fees and expenses.

5.4 Survival. The rights and obligations of the parties contained in Sections 3, 4, 5.3, 5.4, 6, 7 and 8 will survive the expiration or termination of this Agreement.

### 6. LIMITATION OF LIABILITY

THE COMPANY IS RESPONSIBLE FOR THE RIGHT EXPLOITATION OF THE SOFTWARE. THE COMPANY IS OBLIGED TO MAKE BACKUP COPIES OF DATA AND THE SOFTWARE. IN NO EVENT WILL ZABBIX BE LIABLE TO COMPANY OR TO ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) OR FOR COSTS OF PROCURING SUBSTITUTE SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES OR ANY WORK PRODUCT PROVIDED BY ZABBIX, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF ZABBIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ZABBIX TOTAL LIABILITY TO COMPANY, FROM ALL CAUSES OF ACTION AND ALL

THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE AMOUNTS PAID TO ZABBIX BY COMPANY UNDER THE ORDERS GIVING RISE TO ANY LIABILITY HEREUNDER.

#### **7. NON-SOLICITATION**

During the term of this Agreement and for a period of twelve (12) months thereafter, Company will not recruit or otherwise solicit for employment any Zabbix employees or subcontractors who participated in the performance of any Zabbix services without Zabbix express prior written approval.

#### **8. GENERAL PROVISIONS**

8.1 Assignment. Zabbix may assign this Agreement, without Company's consent, to an affiliate or to a successor or acquirer, as the case may be, in connection with a merger or acquisition, or the sale of all or substantially all of Zabbix assets or the sale of that portion of Zabbix business to which this Agreement relates. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties' permitted successors and assignees.

8.2 Governing Law. This Agreement will be governed and construed in accordance with the laws of the Republic of Latvia. Any legal action or proceeding arising under this Agreement will be brought exclusively in the state courts located in the Republic of Latvia and the parties hereby consent to personal jurisdiction and venue therein.

8.3 Notices. All notices required or permitted under this Agreement will be in writing and delivered in person, or by registered or certified mail, postage prepaid with return receipt requested, and in each instance will be deemed given upon receipt. All communications will be sent to the addresses set forth in Invoice or to such other address as may be specified by either party to the other party in accordance with this Section.

8.4 Waiver. The waiver of any breach or default of any provision of this Agreement will not constitute a waiver of any other right hereunder or of any subsequent breach or default.

8.5 Entire Agreement. This Agreement, including all Invoices, constitutes the entire and exclusive agreement of the parties regarding its subject matter and supersedes any and all prior or contemporaneous agreements, communications, and understandings (both written and oral) regarding such subject matter. In the event of a conflict between the provisions of this Agreement and the provisions of a paid Invoice, the provisions of the Invoice will govern and control. This Agreement may only be modified or any rights under it waived by a written document executed by both parties.

8.6 Severability. If any provision of this 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.

8.7 Customer Reference. Company permits Zabbix to use the Company's name and logo to refer to the Company as a user of Software and a customer of Zabbix.

8.8 Force Majeure. Neither party will be responsible for any failure or delay in its performance under this Agreement (except for the payment of money) due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, acts of terror, riot, acts of nature or governmental action.

8.9 Changes. Zabbix reserves the right to amend this Technical Support Terms and Conditions as it may deem appropriate, subject to a 60 days' prior notice to the Company thereof. The parties have agreed that Zabbix shall inform the Company on amendments via Zabbix support system or in writing sixty days ahead. Where the Company raises no objections within the period specified above, it shall be assumed that the Company has consented to the amendments.