

# ZABBIX TRAINING TERMS AND CONDITIONS

These Terms and Conditions shall apply and govern any commercial offer or invoice issued by Zabbix, or Training Services Agreement, Technical Support Agreement, statement of works or any other document executed between Zabbix and Customer for the purpose of providing Training Services.

These Terms and Conditions cannot be altered, modified, or amended by subsequent Purchase Order received from Customer without the express written consent of Zabbix.

Please read these Terms and Conditions carefully before purchasing Training Services. If Customer does not accept the terms of these Terms and Conditions, then Customer must not purchase Training Services.

By accepting these Terms and Conditions, Customer (i) represents that Customer is fully capable and authorized to represent and bind itself or its company and (ii) Customer accepts that if Customer is agreeing to these Terms and Conditions not as an individual but on behalf of its company, then Customer is binding its company to these Terms and Conditions, furthermore (iii) Customer states that Customer purchases Training Services only for its business purposes and Customer accepts that Customer does not qualify as a "consumer".

The Customer will be deemed to have accepted these Terms and Conditions once Training Services Agreement, Technical Support Agreement, statement of works or any other document with these Terms and Conditions incorporated by reference is executed between Zabbix and Customer for the purpose of providing Training Services.

Alternatively, the Customer will be deemed to have accepted these Terms and Conditions once the payment for Training Services, after enrolling into the selected Training course or Exam, has been made by the Customer or by any third party to whom Customer has authorized to make payments on Customer's behalf based on Zabbix's invoice or commercial offer with these Terms and Conditions incorporated by reference. By making the payment, the Customer expresses its consent to these Terms and Conditions in such conclusive actions implied by conduct.

## 1 DEFINITIONS

1.1 "Attendance Certificate" means an attendance certificate for attending the Training course. The Attendance Certificate does not certify a Participant's skills or knowledge in operating the Software, only attendance, and there are no exam requirements necessary to earn the Attendance Certificate. Only Participants attending at least 80 (eighty) percent of the Training course will receive the Attendance Certificate.

1.2 "Core course" means one of the following four core and two upgrade courses:

Name of the course	Link to the course program description
Zabbix Certified User (ZCU)	<a href="https://www.zabbix.com/training_user">https://www.zabbix.com/training_user</a>
Zabbix Certified Specialist (ZCS)	<a href="https://www.zabbix.com/training_specialist">https://www.zabbix.com/training_specialist</a>
Zabbix Certified Professional (ZCP)	<a href="https://www.zabbix.com/training_professional">https://www.zabbix.com/training_professional</a>
Zabbix Certified Expert (ZCE)	<a href="https://www.zabbix.com/training_expert">https://www.zabbix.com/training_expert</a>
Zabbix Certified Specialist Upgrade	<a href="https://www.zabbix.com/training_specialist_upgrade">https://www.zabbix.com/training_specialist_upgrade</a>
Zabbix Certified Professional Upgrade	<a href="https://www.zabbix.com/training_professional_upgrade">https://www.zabbix.com/training_professional_upgrade</a>

1.3 "Course Certificate" means a certificate of completion of the Course attesting the level of Participant's skills and knowledge in operating the Software. Participants successfully passing the Exam will receive the Course Certificate.

1.4 "Customer" means either (i) a legal entity which uses the Software, and intends to purchase Training Services for its personnel, or (ii) an individual, which intends to purchase Training Services only for its business purposes and does not qualify as a "consumer".

1.5 "Exam" means an exam forming an integral part of certain Training courses to test the Participants' skills and knowledge in operating the Software acquired during the Training course.

1.6 "Extra course" means one of the following extra courses:

Name of the course	Link to the course program description
Automation and Integration with Zabbix API	<a href="https://www.zabbix.com/training_x01_api">https://www.zabbix.com/training_x01_api</a>
Advanced Zabbix Data Pre-Processing	<a href="https://www.zabbix.com/training_x02_preprocessing">https://www.zabbix.com/training_x02_preprocessing</a>
Advanced Zabbix Security Administration	<a href="https://www.zabbix.com/training_x03_security">https://www.zabbix.com/training_x03_security</a>
Advanced Problem and Anomaly Detection with Zabbix	<a href="https://www.zabbix.com/training_x04_problem_detection">https://www.zabbix.com/training_x04_problem_detection</a>
Advanced Zabbix SNMP monitoring	<a href="https://www.zabbix.com/training_x05_snmp">https://www.zabbix.com/training_x05_snmp</a>

- 1.7 "Hosted training course" means any Training course hosted by the Customer at Customer's premises.
- 1.8 "Invoice" means a commercial document issued by Zabbix to Customer, indicating the Training course to be provided, price, and payment terms.
- 1.9 "LTS" means the latest major version of the Software (with the Long Term Support) with a two-digit number where the second digit is zero.
- 1.10 "OFAC" means the U.S. Department of the Treasury's Office of Foreign Assets Control.
- 1.11 "Participant" or "Participants" means either (i) Customer's personnel using Training Services, or (ii) Customer using Training Services as an individual.
- 1.12 "Personal Data" means information provided by the Participant and Customer that may include the Participant's name, job title, employer/company, email address, phone number, and physical address.
- 1.13 "Private Training course" means any Training course provided exclusively for the Customer's personnel on the Customer's premises or online.
- 1.14 "Purchase Order" means the written order(s) submitted by Customer, or any third party to whom Customer has authorized to submit written order(s) on Customer's behalf, to Zabbix which identifies the Training Services the Customer desires to obtain from Zabbix.
- 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 "Rules" means mandatory requirements for the Customer and Participants that are set out in the document called "Rules for Zabbix Training Courses and Exams" available at [www.zabbix.com](http://www.zabbix.com) and incorporated herein by reference.
- 1.17 "Sanctions" means trade and economic restrictions that include the following: (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.
- 1.18 "SDN List" means the OFAC's Specially Designated Nationals and Blocked Persons List.
- 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 "Trainer" means Zabbix's certified trainer performing the Training course.
- 1.21 "Training course" means Core course, or Extra course.
- 1.22 "Training Materials" means Training course's materials, which include the text, graphics, information, data, verbal/audio/video presentations and files, comments, drawings, Exam questions and Exam answers, and other training content, lab manuals and practical tasks, and Training courses themselves.
- 1.23 "Training Request" means the request submitted by the Customer or the Participant for participation in the Training course.
- 1.24 "Training Services" means training sessions provided by Zabbix to the Customer in a form of Training courses and Exams online or on-site to enhance and confirm the Participant's knowledge and skills in operating the Software.
- 1.25 "Training Services Fee" means the price of the Training Services.
- 1.26 "Training Schedule" means training schedule provided on Zabbix website at [https://www.zabbix.com/training#training\\_schedule](https://www.zabbix.com/training#training_schedule) that contains information about all scheduled on-site and online Training courses.

- 1.27 "Zabbix" means either (i) Zabbix SIA, a limited liability company registered in the Register of Enterprises of the Republic of Latvia with registration number 40003738045, or (ii) the affiliate of Zabbix SIA in the United States of America, Zabbix LLC with registered address at 211 E 43RD STREET, SUITE 628, NEW YORK, NY, United States, 10017. The relevant Zabbix entity must be specifically identified in the document issued by Zabbix to Customer or executed between Zabbix and Customer.

## **2 CUSTOMER'S OBLIGATIONS**

- 2.1 Customer must ensure the Participant's familiarization with the Rules and the Participant's compliance with the Rules.
- 2.2 Customer must carefully read these Terms and Conditions under which Zabbix provides Training Services to the Customer and grants professional certification to Participants.
- 2.3 Customer, prior enrolling into the selected Training course or Exam, must verify whether the Participant's level of previous knowledge and certification corresponds to level required for the relevant Training course or Exam.
- 2.4 Customer must inform the Participants prior to enrolling into the selected Training course or Exam that Training courses and Exams are not adapted to Participants having any differences causing the Participant difficulty receiving information by hearing or sight, because the Participant is partially sighted, or deaf, or has partial hearing. Consequently, the Participant having such difficulties receiving information cannot successfully participate in the Training course or take the Exam.

## **3 PRICING, INVOICING & TAXES**

- 3.1 All Trainings courses are provided for a Training Services Fee. Full payment of the Training Services Fee must be made prior to attending any Training course, or the Exam if the Customer purchases the Exam attempt only.
- 3.2 The Training Services Fee shall be due and payable in the currency indicated in the Invoice. The Invoice must be paid within 3 (three) weeks from its date of issue, but not later than 3 (three) business days before the beginning of the Training course. Zabbix reserves the right to cancel any registration which do not meet these payment terms.
- 3.3 The Training Services Fee varies depending on the level, duration, and format of the respective Training course. Training Services Fee for each Training course is set out on Zabbix website. Training Services Fee set out on Zabbix website is exclusive of VAT.
- 3.4 Customer shall pay the Training Services Fee without withholding or deduction. The Training Services Fee is exclusive of taxes and Customer is responsible for all taxes. Zabbix will charge taxes when required to do so. Customer will pay Zabbix net of any applicable withholding taxes. If Customer is required to withhold or deduct any taxes from Training Services Fee before remitting payment to Zabbix, then Customer agrees to increase the amount payable to Zabbix by the amount of such taxes so that Zabbix receives the full amount of all Training Services Fee. 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. Customer 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 Customer with reasonable documentary proof.
- 3.5 Zabbix accepts a Purchase Order, if any, by issuing the Invoice. The provisions of these Terms and Conditions prevail over the terms and conditions of Purchase Orders. Consequently, the terms and conditions of Purchase Orders, which are new or conflicting with those set forth in these Terms and Conditions, will not apply.
- 3.6 The Training Services Fee for both on-site and online Training courses includes access to Zabbix administrated online training and examination platform, training performed by Trainer, 1 (one) Exam attempt, if applicable, presentations and lab manual containing practical tasks and their solution, if applicable to a particular Training course.
- 3.7 The Training Services Fee includes no other extra services, travel and accommodation expenses, or cost of food, except for lunch for public Zabbix on-site training in Riga, Latvia.
- 3.8 The Training Services Fee is nonrefundable except as otherwise specifically permitted in these Terms and Conditions.
- 3.9 The Exam is an integral part of a Core course, and if the Participant fails the Exam, no refund will be granted for the relevant Core course.

## **4 TRAINING SERVICES**

- 4.1 The Training Services can be performed by Zabbix either online or on-site.
- 4.2 Core courses
- 4.2.1 The Core courses form the basis of Trainings Services and are designed to train how to use Software to configure monitoring endpoints and solve monitoring tasks of various complexity.

- 4.2.2 The Core courses are divided into 4 levels depending on the previous level of expertise of the Participant and the depth of the knowledge in operating the Software. The Core courses also include 2 upgrade courses tailored to upgrade the Participant's knowledge up to date with the latest LTS, since every new LTS comes with updated functionality and added features.
- 4.2.3 The Core courses are based on the latest LTS available at the time the Participant attends the course; and, therefore, the certification for either User, Specialist, Professional, or Expert is also linked to the latest available LTS at that time.
- 4.2.4 If prior to release of the next LTS (for example, Zabbix 7.0 LTS) the Participant does not pass the Exam, which is based on the previous LTS (for example, Zabbix 6.0 LTS) that was the latest LTS available at the time the Participant attended the course, then the Participant will not be allowed to retake the Exam.

And if the Participant still intends to obtain the certification for that Core course, the Participant must either register for a new Core course based on the latest LTS (for example, Zabbix 7.0 LTS) or purchase an Exam for ZCU, ZCS, or ZCP separately, to take the Exam and receive the Course Certificate subject to fees set out on the Zabbix website.

- 4.2.5 The Participant holding a Course Certificate for Zabbix Certified Professional (ZCP) for the previous LTS, who intends to update knowledge and certification according to the latest LTS, must attend and pass the Exam of both upgrade courses, that is, for a Certified Specialist and for a Certified Professional.

#### 4.3 Extra courses

- 4.3.1 The Extra courses are practical and intensive 1-day in-depth courses that provide comprehensive theoretical knowledge, practical experience in solving real-life use cases, and allow the Participant to master a specific monitoring topic. By the end of the Extra course the Participants will have the skills required to utilize the relevant Software's features discussed in the Extra course to their full potential.
- 4.3.2 Extra courses are available for all interested Participants and have no prior requirements. The Extra courses are conducted in a form of online training. The Extra courses include no Exam; and, therefore, the Participant which has attended at least 80 (eighty) percent of an Extra course, will receive the Attendance Certificate only.

#### 4.4 Private Training course

- 4.4.1 The Customer must apply for the respective Training course on Zabbix website and set out the Customer's intention to order the Private Training course intended solely for the Customer's personnel on the Customer's premises or online.
- 4.4.2 The Private Training course can be scheduled for a group of at least 3 Participants for Zabbix Certified Professional (ZCP) course or Zabbix Certified Expert (ZCE) course, and for a group of at least 5 Participants for any other Core or Extra course.
- 4.4.3 Extra charges will apply to cover the costs for the Trainer's travel and accommodation expenses, as well as daily subsistence allowances, if the Customer requires the Private Training course to be conducted on the Customer's premises or other facility provided by the Customer.

#### 4.5 Hosted Training course

- 4.5.1 The prerequisite for hosting the Hosted Training course is the availability of the Customer's premises capable to accommodate up to 15 (fifteen) Participants and the need for training of at least two Customer's Participants.
- 4.5.2 The Customer gets a free place for 1 (one) Customer's Participant on each Hosted Training course apart from the benefits of the on-site training.

#### 4.6 Training course Bundles

- 4.6.1 Although any of the Training courses can be purchased separately, the Customer can also purchase Training courses in a bundle, that is, Core courses Bundles (ZCS and ZCP) or (ZCS, ZCP and ZCE), upgrade Core courses Bundle (ZCS Upgrade, ZCP Upgrade), and any of Extra courses Bundles consisting either of 2, or 3, or 4 courses each.
- 4.6.2 A discount applies if Training courses are purchased in a bundle.
- 4.6.3 The Training courses included in a Bundle must be completed within 60 (sixty) days from the first day of the first Training course or until the new LTS is released, whichever occurs first.
- 4.6.4 The Participant registering for a Core courses Bundle is granted with 1 (one) additional attempt at no additional cost to pass one Exam for one chosen Training course from the Core courses Bundle at the Participant's discretion.
- 4.6.5 The additional Exam attempt for the relevant Core course in the Bundle must be taken within 30 (thirty) calendar days from the last day of the relevant Core course. At the same time, the additional Exam attempt will be considered as lost; and, therefore, the Participant will not be able to use it if the new LTS is released before the date of intended use of the additional Exam attempt.

If the Participant fails to pass the Exam within the set time frame, the Participant may apply to retake the Exam for a fee indicated on Zabbix website.

- 4.6.6 If, for whatever reason, the Participant does not use the additional Exam attempt within the time frame set out in Section 4.6.5, then the additional Exam attempt will be lost and nonrefundable. Therefore, no transfer to another Participant or transforming into a voucher for the unused additional Exam attempt is possible.
- 4.6.7 Sections 4.2.3 and 4.2.4 apply to Exams for Training courses in the Bundle.

## 5 REGISTRATION FOR THE TRAINING COURSE OR EXAM

- 5.1 Prior to registering for the Training course, the Participant or the Customer should check the Training Schedule on Zabbix website to get information on currently scheduled on-site and online Training courses.
- 5.2 Prior to submitting the Training Request, the Participant or the Customer must choose the Training course taking into consideration the preferred format (online or on-site), time zone, location of the training premises (for on-site format), and the Participant's level of previous knowledge/certification/history of participation in the Training courses.
- 5.3 The submission of a Training Request creates no obligation for the Customer or the Participant, and Training Request is not a considered as the registration for the Training course. The Training Request will be acknowledged through an e-mail by Zabbix's representative that will get in contact with the Customer to provide further details and send an invoice for the wire transfer.
- 5.4 Registration for the Training course will be considered confirmed once Zabbix receives full payment of Training Services Fee.
- 5.5 Regarding the Private Training course or Hosted Training course, the Customer will be contacted by Zabbix's representative to schedule the training and work out all the details upon receipt of the Training Request. The dates of the Private Training course will be confirmed after receiving the full payment of Training Services Fee by Zabbix.
- 5.6 The submission of the Training Request for a Hosted Training course is nonbinding and creates no obligation for Zabbix; and, therefore, such submission guarantees no scheduling of the Hosted Training course. The Hosted Training course is subject to written approval by Zabbix (including by email).
- 5.7 The Customer that has purchased either Enterprise Support Tier or Global I Support Tier under the Technical Support Agreement is eligible for certain Training courses free of charge, unless otherwise set out in the relevant Technical Support Agreement.

To apply for a Training course included in either Enterprise Support Tier or Global I Support Tier, the Customer must contact Zabbix's Sales Department via e-mail [sales@zabbix.com](mailto:sales@zabbix.com) to indicate Customer's intention to register its employee(-s) for the Training course set out in the Training Schedule or request a Private Training course online or on-site at Customer's premises.

These Terms and Conditions, except for Section 3, apply to Training courses provided to the Customer under the relevant Technical Support Agreement for either Enterprise Support Tier or Global I Support Tier.

## 6 PARTICIPATION RULES, TECHNICAL REQUIREMENTS, CERTIFICATION, EXAMINATION

- 6.1 To avoid misunderstandings, the Customers are obliged to familiarize themselves with and ensure that their Participants become familiarized with the Rules before registering and participating in the Training course and Exam.
- 6.2 The Rules set out the following:
  - 6.2.1 types of certificates and criteria for obtaining them;
  - 6.2.2 linking the Core courses and certification to LTS;
  - 6.2.3 code of conduct for participation in the Training course and Exam;
  - 6.2.4 technical requirements for participation in the Training course and Exam;
  - 6.2.5 providing feedback regarding the Training course;
  - 6.2.6 examination;
  - 6.2.7 Copyright Notice;
  - 6.2.8 Participant's Personal Data processing.

## 7 CANCELATION, SUBSTITUTION, AND RESCHEDULING

- 7.1 Zabbix will not offer a substitution with another Training course if the Participant misses any number of days of the Training course without prior written notice to Zabbix and without this being due to any fault on the part of Zabbix (for example, negligence or technical issues).

- 7.2 In the absence of prior written notice to Zabbix, the Training course or the Exam the Participant failed to attend will be deemed to be cancelled; and, therefore, no refund will be granted for such Training course or Exam.
- 7.3 There are no refunds for partial attendance of the Training course.
- 7.4 If the Participant fails to attend the first or any subsequent day of the Training course, Zabbix reserves the right to deny the Participant entry to the classroom or access to Zabbix administered learning platform for the remainder of the Training course.
- In such circumstances, the Customer will not be entitled to a refund and no substitute Training course will be offered for the paid up and missed Training course.
- 7.5 If under Section 4.4 of the Rules the Trainer orders the Participant to leave the premises where the Training course or Exam is being conducted, or denies the Participant's further access to the training platform if the Training course or Exam is conducted online, then such Training course or Exam will be deemed to have been cancelled; and, therefore, no refund will be granted for such Training course or Exam.
- 7.6 If under Section 4.5 of the Rules the Trainer denies the Participant's further access to the training platform when the Training course or Exam is conducted online, then such Training course or Exam will be deemed to have been cancelled; and, therefore, no refund will be granted for such Training course or Exam.
- 7.7 If under Section 4.6 of the Rules the Trainer determines that the Exam result was obtained by way of irregularities or unfair advantage, then such Exam will be deemed to have been cancelled; and, therefore, no refund will be granted for such Exam.
- 7.8 If under Section 7.17 of the Rules the Trainer dismisses a Participant from the Exam, then such Exam will be deemed to have been cancelled; and, therefore, no refund will be granted for such Exam.
- 7.9 No refund will be granted for unused Training course Bundle, or for any missed or partially attended Training courses in the Bundle. The Participant's right to attend the any Training course from the Bundle cannot be transferred to another person.
- 7.10 If, for whatever reason, the Participant fails to attend the Exam, then the Exam attempt will be lost and nonrefundable. The Participant's right to take the Exam cannot be transferred to another person.
- 7.11 Zabbix will refund the prepaid Training Services Fee in full if the Participant or the Customer notifies Zabbix in writing (including by email) about its intention to cancel the Participant's participation in the Training course more than 10 (ten) calendar days prior to the scheduled start of the Training course.
- The provisions of this Section 7.11 do not apply to Participants enrolling into the Training course covered by Enterprise Support Tier or Global I Support Tier under the provisions of the relevant Technical Support Agreement/ Technical Support Services Terms and Conditions entered into by and between Zabbix and the Customer.
- 7.12 Zabbix will not refund the prepaid Training Services Fee if the Participant or the Customer notifies Zabbix in writing (including by email) about its intention to cancel the Participant's participation in the Training course less than 10 (ten) calendar days prior to the scheduled start of the Training course. At the same time, the Participant will be able later to take part in the same Training course by choosing from the dates set out in the Training Schedule.
- The provisions of this Section 7.12 do not apply to Participants enrolling into the Training course covered by Enterprise Support Tier or Global I Support Tier under the provisions of the relevant Technical Support Agreement/ Technical Support Services Terms and Conditions entered into by and between Zabbix and the Customer.
- 7.13 Another Participant of the Customer will be able to attend the Training course, except for a Training course from the Bundle, at no extra charge instead of the initially registered Participant, if the following prerequisites are satisfied:
- 7.13.1 the Participant or the Customer must notify Zabbix about the change of the Participant at least 3 (three) business days before the scheduled start of the Training course by contacting [sales@zabbix.com](mailto:sales@zabbix.com) or by sending an application form with the data of the new Participant indicating the substitution of the existing registration,
- 7.13.2 the new Participant's level of previous knowledge and certification is the same as that of the initial Participant.
- 7.14 No refund will be granted in the event of cancellation of the Private Training course or Hosted Training course. At the same time, Zabbix and the Customer may agree to reschedule the Private Training course or Hosted Training course to other dates for an additional fee, which will be agreed upon separately.
- 7.15 If the Customer cancels a Private Training course for which it is entitled under the Technical Support Agreement, the Customer will be deemed to have used this training opportunity, unless Zabbix and the Customer reschedule the Private Training course to other dates for an additional fee, which will be agreed upon separately.
- 7.16 Zabbix may unilaterally cancel any Training course 10 (ten) business days before the scheduled start of the Training course due to low number of Participants registered for the Training course. Zabbix must inform in writing the Participant

registered for the Training course and / or the Customer of such cancellation and must offer either alternative dates for the same Training course or a full refund of the paid Training Services Fee.

Zabbix's liability for the unilateral cancellation will be limited to the refund of Training Services Fee paid for the cancelled Training course. Zabbix will not be liable for any other expenses incurred by the Customer and / or the Participant due to Zabbix's unilateral cancellation of the Training course.

In addition, for the unilaterally cancelled on-site Training course, Zabbix will pay the Customer a compensation (liquidated damages) of ten percent (10%) of the amount of the Training Services Fee paid for the cancelled on-site Training course.

7.17 Zabbix reserves the right to replace the previously announced Trainer for any Training course at any time and inform the registered Participant of the said replacement. Such a replacement of the Trainer does not provide legal grounds for either canceling the Participant's participation in the Training course or for a refund.

## **8 SANCTIONS**

8.1 The Customer and Zabbix shall comply with all applicable Sanctions.

8.2 The Customer must not do anything which would cause Zabbix to be in breach of applicable Sanctions.

8.3 Zabbix will not provide Training courses to or make with Restricted Persons any transactions related to provision of Training courses.

8.4 The Customer represents that it, its beneficial owners, and directors are not and have not in the past been identified as a Restricted Person.

8.5 Should a Customer, or any of its beneficial owners or directors be identified as a Restricted Person, the Customer shall promptly notify Zabbix of it in writing. Upon receipt of such notice, Zabbix may and hereby reserves its rights to take steps necessary to comply with applicable laws related to Sanctions compliance.

8.6 If a Customer, or any of its beneficial owners or directors, is determined at any time to be an individual, entity, or organization with whom Zabbix is prohibited from dealing by Sanctions, including without limitation, names appearing on the SDN List, then the Customer will be deemed to be in material breach of this Section 8 and Zabbix may terminate provision of Training Services immediately, without an obligation to refund any amounts of the prepaid Training Services Fee for Training Services paid and not received by the Customer.

## **9 GOVERNING LAW AND JURISDICTION**

9.1 Any dispute that may arise out of or in connection with the Training Services must be settled exclusively in accordance with 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.

9.2 The dispute will be settled by the Latvian courts with Riga City Vidzeme District Court as the court of first instance.

## **10. CHANGES**

These Terms and Conditions are valid and effective as of May 13, 2024. This version supersedes any previously existing version. Zabbix reserves the right to update these Terms and Conditions from time to time and/or to supplement them with additional terms or conditions specific to Training Services as it may deem appropriate. If Zabbix amends these Terms and Conditions in a manner that materially reduces the level or quality of Training Services, Zabbix will notify the Customer with at least thirty (30) days prior notice. Where the Customer raises no objections within the period specified above, it shall be assumed that the Customer has consented to the amendments.

## **11 FORCE MAJEURE**

Zabbix is not responsible for any delay or failure to perform any of its obligations under these Terms and Conditions due to any cause beyond its reasonable control including, without limitation, strikes, lockouts, fire, failure of the public electricity supply, acts of government or public authority, war, acts of terror, riot, acts of nature, or any acts or omissions of Participant and/or Customer, including but not limited to, the failure of the Customer to make payments when due.

## **12 COPYRIGHT AND CONFIDENTIALITY**

12.1 All Training Materials are the copyright of Zabbix and may not be published, shared, reproduced, or otherwise distributed or disseminated without the express written consent of Zabbix.

12.2 The Customer and the Participant must maintain the confidentiality of, and not distribute, share, or disclose any Training Materials.

12.3 The Training course is intended only for the officially enrolled Participant. The Participant is not allowed to share Participant's credentials for attending the Training course, to allow others to join and take part, or otherwise make use of Training Materials.

- 12.4 All Training Materials made available to the Participant during the Training course may be used solely by the Participant enrolled in the relevant Training course for personal and educational purposes only; and, therefore, the Training Materials cannot be shared with anyone even for educational purposes, including co-workers of the Participant. Training Materials provided to the Participant should be treated as confidential information shared with the Participant only for the purpose of participation in the Training course.
- 12.5 The unauthorized use of the Training Materials is prohibited and constitutes a copyright infringement. Transfer of Training Materials to third parties (including in a corrected form), publication, any distribution of Training Materials in print, electronic or any other form, without the prior express written consent of Zabbix, is strictly prohibited.
- 12.6 No part of the Training Materials may be reproduced, transmitted, or published in any form or by any means, electronic or mechanical, including photocopying, audio/video recordings, and other ways of capturing (e.g., print screen) and storing by any information storage and retrieval system, without express written permission from Zabbix.
- 12.7 The unauthorized disclosure of the Training Materials by Customer or Participant may result in a lawsuit that may result in Customer paying monetary damages or in Customer being subject to criminal penalties, and revocation of Participant's certifications (Attendance Certificate/ Course Certificate).
- 12.8 The Training Materials are protected by watermarks and copyright statements. It is prohibited to remove any of the watermarks and copyright statements, or in any other way to amend or change the content or appearance of the Training Materials.

### 13 PERSONAL DATA PROCESSING

13.1 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 Participants and Customer's authorized representatives that Zabbix collects from Customer and Participants in connection with the provision of Training Services. Zabbix Privacy Policy is available at [https://www.zabbix.com/privacy\\_policy](https://www.zabbix.com/privacy_policy).

13.2 Zabbix collects Personal Data that the Participant provides to Zabbix when the Participant completes registration forms.

13.3 Zabbix will use Personal Data:

(i) for the purpose of general administration and arrangement of Training courses and Exams:

- Zabbix may use the contact details of the Participant for planning and logistics, and general administration of the attendance at Training courses and/or Exams.
- The legal basis for such Personal Data processing is to fulfil the contractual obligations of Zabbix.

(ii) to issue invoices and process payments:

- Zabbix will use the Participant's Personal Data to provide an opportunity to register for the Training courses and Exams, issue an invoice for the Training course or Exam, and to process the payment.
- The legal basis for such Personal Data processing is to fulfil the contractual obligations of Zabbix.

(iii) to issue Attendance Certificates and Course Certificates.

- Zabbix will use the Participant's Personal Data to assess the Participant's attendance and Participant's Exam's performance and to issue an Attendance Certificate and Course Certificate.
- The legal basis for such Personal Data processing is to fulfil the contractual obligations of Zabbix.

(iv) for the purpose of direct marketing activities, that is, for providing with Zabbix marketing communications (including newsletters) and information about Zabbix services (training courses, technical support services), products (release of new Zabbix Monitoring Solution software versions), Zabbix events (annual Zabbix Summit, Zabbix Conferences, Zabbix Meetups Online), and latest offers in the context of a customer relationship.

- The legal basis for such Personal Data processing is Zabbix's legitimate interest under point (f) of Article 6 (1) of GDPR. The Participant has the right to object at any time to such processing of Personal Data under Article 21 (2) of GDPR.

13.4 The Participant at Participant's own volition can complete a form and set out additional personal data, such as telephone number, physical address for sending the Training course participation gifts (Zabbix's branded merchandise) and/or Attendance Certificate/ Course Certificate in paper format. Zabbix will use this additional data solely for sending parcels to the Participant.