TERMS AND CONDITIONS FOR ZABBIX SERVICES PROVIDED BY SAF TEHNIKA

June 2022., Rev.1

1. DEFINITIONS

Unless they are superseded by an executed agreement, these terms and conditions ("**Terms**") shall govern all Zabbix services sold and provided by SAF Tehnika JSC and SAF North America LLC (collectively "SAF").

"**SAF**" is a certified Zabbix partner with the right to provide paid first-level technical support, turn-key, integration, and consulting services related to Zabbix software and hardware.

"**Customer**" refers to a legal entity that uses Zabbix services provided by SAF.

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

"**Hardware**" means a server supplied by SAF with appropriate technical parameters according to the Customer's requirements and/or needs.

"**Support Case**" is a precise statement of a single question or issue the Customer faces while using Zabbix Software, such as a technical question about Software usage with all related sub-questions and comments.

"**Agreement**" refers to the agreement between parties based on these Terms.

"**Business Day**" means any day other than a Saturday, Sunday, or holiday.

2. SOFTWARE SUPPORT SERVICES

SAF will provide the Customer with technical support assistance depending on the level of Zabbix support tier purchased (see Table 1 for details).

This Agreement will commence on the date when SAF receives payment for the Invoice or on another date by prior agreement and, unless terminated earlier, will remain in force for one year thereafter or for any other period by prior agreement.

SAF Technical Support can provide assistance for deployment and monitoring of SAF-manufactured equipment in Zabbix. Support services include the resolution of Support Cases and provision of other services according to the Customer's support tier. Support only covers Support Cases directly related to or caused by software and its functionality or Zabbix-monitored equipment that is supplied by SAF, excluding the Zabbix server itself. A Support Case is considered to be closed upon receiving a proper solution from SAF. Delivery of support services for Software versions is limited according to "Currently Supported Zabbix releases" section on the Zabbix website: https://www.zabbix.com/life_cycle_and_release_policy.

SAF has no obligation to provide support for issues in the operation or performance of Software caused by any of the following: 1) modifications to the Software not made by Zabbix or a party expressly authorized by Zabbix, e.g., SAF; or 2) use of the Software other than specified in the documentation for the Software.

SAF Technical Support may be contacted during standard working hours.

Standard working hours are:
Monday to Friday from 9:00 a.m. to 6:00 p.m. Eastern European Time (GMT +2 hrs.).

For North American customers, standard working hours are:
Monday to Friday from 8:00 a.m. to 5:00 p.m. Mountain Time (GMT -7 hrs.).

Support e-mails will be handled in the order in which they are received. SAF Technical Support will respond within 24 hours during working days.

Support availability may occasionally vary due to workload of SAF Technical Support technicians, company events, and circumstances beyond the control of SAF. Technical Support is in no case liable for any indirect, incidental, special, or consequential damages and downtimes arising out of or relating to the technical support service provided.

Depending on the selected Zabbix support tier, the number of technical support cases is limited according to the table below:

Table 1: Description of Zabbix Silver and Gold technical support tiers provided by SAF

Support Tier	Silver	Gold
Number of monitored devices	Unlimited	Unlimited
Number of support cases per year	8	Unlimited
Support availability time	8x5 (M-F)	8x5 (M-F)
Available support channels	Email: techsupport@saftehnika.com	Email: techsupport@saftehnika.com
Supported Zabbix servers	1	1
Number of authorized support contacts	1	2
Legal entities covered	1	1
Initial response time	1 business day	1 business day

3. HARDWARE SUPPORT SERVICES

SAF can provide the Customer with Zabbix server hardware according to the Customer's requirements and/or needs. SAF may perform the initial installation and configuration of Zabbix server Hardware as a paid service, but SAF does not offer or provide further server maintenance or technical support. Server maintenance is the responsibility of the Customer when it leaves SAF premises. The Customer must contact the server manufacturer and/or local service provider powered by server manufacturer in case of technical questions about server's functionality or warranty conditions (e.g., https://www.dell.com/support; https://support.hpe.com).

All Zabbix server hardware supplied by SAF has a 2-year manufacturer's warranty (EU or worldwide).

4. RESTRICTIONS

Zabbix services will be provided to the Customer under the terms stated in this document. SAF has no obligation to provide service or support until SAF has received full payment. Terms, conditions, support features, procedures, pricing, and service availability for future periods are subject to change at any time without notice.

SAF is not responsible for any lost or corrupted software or data. SAF strongly recommends that the Customer maintain a complete data backup and disaster recovery plan.

5. LIMITATION OF LIABILITY

THE CUSTOMER IS RESPONSIBLE FOR THE RIGHT EXPLOITATION OF THE SOFTWARE. THE CUSTOMER IS OBLIGED TO MAKE BACKUP COPIES OF DATA AND SOFTWARE. SAF DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING ANY LIABILITY FOR LOST OR CORRUPTED DATA OR SOFTWARE, OR THE PROVISION OF SERVICES AND SUPPORT. SAF WILL NOT BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS, OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. THE CUSTOMER AGREES THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF THIS SERVICE, SAF'S TOTAL LIABILITY WILL BE LIMITED TO AND WILL NOT EXCEED THE AMOUNTS PAID TO SAF BY THE CUSTOMER FOR THE PURCHASE OF SERVICE UNDER THE RESPECTIVE AGREEMENT.

6. GENERAL PROVISIONS

Governing Law. This Agreement will be governed and construed under 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.

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.

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.

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 to be enforceable to the maximum extent permissible by law.

Force Majeure. Neither party will be responsible for any failure or delay in its performance under the respective 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.

Changes. SAF reserves the right to amend these Terms and Conditions from time to time as it may deem appropriate. The amendments shall come into force within two (2) weeks upon publishing it on the SAF website.