

# ZECOPS TERMS OF SERVICE

These terms of service are a binding agreement (this “**Agreement**” or “**Terms of Service**”) entered into between ZecOps, Inc. (“**ZecOps**”) and the entity or person identified on any purchase order for Services, as defined below, which is signed or otherwise confirmed in writing by ZecOps (the “**Customer**” and the “**Order**”, respectively). ZecOps and Customer shall be collectively referred to herein as the “**Parties**”, and each a “**Party**”.

by (i) Customer clicking through this Agreement electronically, (ii) the Parties entering into an Order referencing this Agreement, or (iii) Customer using the Services, Customer and ZecOps mutually agree to be bound by the terms and conditions hereof. Each Order shall be mutually agreed to and entered into between Customer and ZecOps. If you do not accept the terms of this Agreement, you are not permitted to use the Services. ZecOps reserves the right, at its sole discretion, not to accept every customer and to not enter into any certain purchase order.

If you are entering into this Agreement as an agent, employee or representative of your employer, the term “**Customer**” means your employer and/or any other party on whose behalf you act, and you represent and warrant that you have the authority to act on such party’s behalf and to bind such party. Customer may not resell any of the Services without the prior written consent of ZecOps, and in any event Customer may not sell/resell any of the Services in restricted territories, according to US Export Laws and regulations.

## 1. DEFINITIONS.

“**Affiliate**” means any entity controlled by, controlling, or under common control with a Party to this Agreement during the period such control exists, where control means the power to direct the operation, policies and management of an entity through the ownership of at least fifty percent (50%) of the voting stock or other ownership interests of such entity or the ability, by voting securities, contract or otherwise, to elect a majority of the board of directors or other governing body of such entity or to direct or cause the direction of the management and policies of such entity.

“**Documentation**” means, with respect to each Service, the technical specifications of such Service and other user documentation related to the use or operation of such Service, each as officially published and made available by ZecOps electronically via the Services or otherwise provided in writing by ZecOps.

“**Service(s)**” means those certain Software-as-a-Service solutions and professional services and/or solutions for cyber security, IT Ops and/or DevOps as specified in the Order and as further described in the Documentation (including any updates to the applicable Service provided by ZecOps in its sole discretion, and any software, systems and locally-installed software agents, collectors, scripts, software, and connectors that interact with the Services as may be provided by ZecOps in connection with the Services).

## 2. SERVICES.

**2.1 License Grant.** Subject to the terms and conditions of this Agreement, including without limitation due payment to ZecOps of all applicable fees, ZecOps grants Customer, during the subscription term specified in an Order, a worldwide, non-

exclusive, payment-bearing, non-transferable and non-sublicensable license to access and use the Services for Customer's internal business purposes in accordance with the Documentation. In connection with such use, Customer shall have the right to allow its employees and contractors ("**Authorized Users**") to use the Services on Customer's behalf, subject to their compliance with the terms of this Agreement, and Customer shall remain liable for any non-compliance by Authorized Users.

**2.2 Intellectual Property Rights.** Customer acknowledges that all rights, title and interest in and to the Services and any copies thereof and any and all trademarks, trade names, copyrights, patents and other intellectual property rights used or embodied in or in connection with the Services are and shall at all times remain the sole and exclusive property of ZecOps. Nothing in this Agreement shall be construed to grant Customer any rights in ZecOps' Services, software, or its underlying intellectual property beyond those expressly provided for herein. Further, it is hereby agreed that any and all inventions, developments, source codes, improvements, mask works, trade secrets, modifications, discoveries, concepts, ideas and/or designs, including any derivative works and modifications and any proprietary information, whether or not patentable or otherwise protectable, and all intellectual property rights associated therewith, which are invented, made, developed, discovered, conceived or created, in whole or in part, independently, or jointly with others, in connection to the Services and/or any other confidential or proprietary information of ZecOps or which was provided by ZecOps to Customer, shall be the sole and exclusive property of ZecOps.

To the extent that Customer provides ZecOps with ideas or suggestions for improvements or changes to the Services which constitute intellectual property rights under applicable law ("**Suggestions**"), Customer hereby fully assigns to ZecOps the sole and exclusive ownership and intellectual property rights in and to such Suggestions and ZecOps will have sole discretion as to whether and how to implement such Suggestions into the Services.

**2.3 License Restrictions.** Customer shall not (directly or indirectly): (i) remove any notice of proprietary rights from the Services, (ii) modify or reverse engineer any part of the Services, (iii) except to the limited extent applicable laws specifically prohibit such restriction, decompile, attempt to reverse engineer the solutions, attempt to derive the source code or underlying ideas or algorithms of any part of the Services, attempt to recreate the Services or use the Services for any competitive purpose, (iv) copy, modify, translate or otherwise create derivative works of any part of the Services, (v) sell, resell, encumber, rent, lease, time-share, distribute, transfer or otherwise use or exploit or make available any of the Services to or for the benefit of any third party, or (vi) use the Services to infringe on the intellectual property rights, publicity rights, or privacy rights of any third party, or to store defamatory, trade libelous, or otherwise unlawful data. Customer's authorized use of the Services is subject to the purchased quantities and features set forth in the applicable Order for the Services, and any usage guidelines and acceptable use policies to the extent applicable to Customer's usage of the Services.

**2.4 Login Access to the Services.** Customer is solely responsible for ensuring: (i) that only appropriate Authorized Users have access to the Services, (ii) that such Authorized Users have been trained in proper use of the Services, and (iii) proper usage of passwords, tokens and access procedures with respect to logging into the Services. ZecOps reserves the right to refuse registration of, or to cancel, login IDs that

it reasonably believes to violate the terms and conditions set forth in this Agreement, in which case ZecOps will promptly inform Customer in writing of such refusal or cancellation.

**2.5 Third Party Materials.** The Services may include open source software programs that are made available by third parties under their respective open source licenses as indicated in the Documentation ("**OSS Licenses**"). Nothing herein shall derogate from mandatory rights Customer may have under any OSS Licenses, if any.

**2.6 Integration.** Customer shall reasonably assist ZecOps in the integration of the Services licensed hereunder with Customer's systems. Customer is responsible to: (a) prepare the required infrastructure according to the Documentation as to allow proper operation and maintenance of such Services; (b) maintain the Customer's operating environment in accordance with the Documentation and in good working order; and (c) have either internal or third party support of the hardware, operating system, firewalls, proxy servers, etc. so as to allow such Services to be used by Customer.

**2.7 Updates, Maintenance and Support.** ZecOps shall make commercially reasonable efforts to ensure that the Services licensed hereunder will be accessible and functional on a continuous basis, with the exception of scheduled maintenance periods as ZecOps will notify Customer in advance. ZecOps shall make available, to Customers who have paid the applicable fees due for the Services, updates, maintenance and support in accordance with ZecOps' Service Level Agreement (SLA) attached hereto as **Appendix A**.

Upon notification from ZecOps, Customer shall promptly update any locally-installed software agents on Customer systems that interact with the Services. Customer acknowledges and agrees that its failure to timely install such an update may result in disruptions to or failures of the Services, or suspension of Customer's access to the Services, without any liability on the part of ZecOps to Customer. Customer agrees to provide ZecOps with access to its premises and network upon reasonable prior notice in order to permit it to provide the maintenance and support services in the event when no such support is possible to provide remotely.

### **3. CUSTOMER DATA.**

Customer owns all right, title and interest in all data submitted and/or transferred by Customer and/or Authorized Users to, or otherwise accessed by, the Services for processing as part of the Services, and in all data derived from it, including personal data and specifically excluding the Non-Identifiable Aggregated Data (as defined below) ("**Customer Data**"). Nothing in this Agreement shall be construed to grant ZecOps any rights in Customer Data beyond those expressly provided herein. Customer agrees that ZecOps shall own all right, title and interest in the Non-Identifiable Aggregated Data. For clarity, ZecOps will not store any Customer Data other than as required for the provision of the Services and/or to otherwise perform under this Agreement. As between ZecOps and Customer, Customer is solely responsible for (i) the content, quality and accuracy of Customer Data as made available by Customer and/or Authorized Users, (ii) providing notice to Authorized Users with regards to how Customer Data will be collected and used for the purpose of the Services, (iii) ensuring Customer has a valid legal basis for processing Customer Data and for sharing Customer Data with ZecOps (as applicable), and (iv) ensuring that the Customer Data as made available by Customer and/or Authorized Users complies with applicable laws and regulations, including without limitation the EU

General Data Protection Regulation, as applicable (collectively, “**Applicable Data Protection Laws**”).

Customer further acknowledges and agrees that ZecOps has no obligation to review any of the contents of Customer Data for their accuracy or completeness, or for their potential violation of any third party rights, and/or to check or monitor any such contents for any of the foregoing before or during any transference thereof, and Customer further acknowledges and agrees that Customer bears entire responsibility and liability in connection with such contents and/or their display.

Notwithstanding any other restrictions on use of data in this Agreement or any other agreement:

**3.1 Use of Customer Data.** Customer grants ZecOps a non-exclusive, non-sublicensable, non-transferable, royalty-free, irrevocable limited license to copy, store, process, edit, create derivative work of, and otherwise use the Customer Data (a) for the performance of the Services and/or to otherwise perform under this Agreement, and (b) to evaluate and improve ZecOps’ products and technology. Customer agrees to grant ZecOps the right to use “Threat Information” discovered as a result of ZecOps investigations to be used as public threat advisories. This data will not contain any identifiable information. The threat advisory may refer to the market segment and geography of the Customer. Furthermore, if the Customer publicizes new threats discovered with the ZecOps platform, the Customer must name ZecOps as part of the disclosure.

**3.2 Use of Aggregated Data.** Customer grants ZecOps the right to collect and use anonymized generic statistical information derived from the Customer Data (but not the Customer Data itself) and aggregate it with statistical information from other customers (collectively, “**Non-Identifiable Aggregated Data**”) for ZecOps’ reasonable business purposes.

**3.3 Processing of Personal Data.** To the extent required by applicable laws, Customer warrants that it complies with its obligations under the Applicable Data Protection Laws in respect of its processing of personal data created or provided by Customer to ZecOps.

#### **4. FEES.**

**4.1 Payment Terms.** Fees for the Services are due in advance net thirty (30) days from the date of invoice provided by ZecOps unless otherwise agreed between the Parties. Orders made through credit card will be paid immediately, or on a monthly / yearly subscription basis. All fees payable for the Services are net amounts and do not include sales, use, value added or other excise tax; All such fees and are payable by Customer in full without any deduction of any kind, and Customer is responsible for payment of all such taxes based on fees paid or payable hereunder (but not taxes based on ZecOps’ gross revenues or net income) together with any interest on such taxes if not due to ZecOps’ delay. Delinquent payments may be assessed interest at the rate of one percent (1%) per month (or the highest rate permissible by law if less) from the payment due date until paid in full.

**4.2 Reasonable Use of Services.** Fees for the Services are based on “normal usage” of the Services in a manner consistent with its intended purposes and as described in the Documentation. If Customer’s usage is in a manner outside of the intended purposes or otherwise exceeds the quantities listed in the Order, then ZecOps reserves the right to require Customer to either comply with such limits or pay an additional mutually agreed fee, not to exceed ZecOps’ list price for such additional

usage. Further, and in addition to the remedies available under Section 5.3 below, ZecOps reserves the right to suspend access to any of the Services following an abnormal usage thereof (which shall be deemed as a material breach of this Agreement), at its sole discretion.

## **5. TERM AND RENEWAL.**

**5.1 Term of the Agreement.** ZecOps will provide the Services during the term specified in an Order which is signed or otherwise confirmed in writing by ZecOps. During that period, this Agreement shall remain in effect unless and until terminated in accordance with the terms hereof. Prior to the end of the subscription period, Customer may contact ZecOps to extend the term of this Agreement and if agreed by the Parties, the term of this Agreement would be extended for the period stated in the renewal Order. Automated subscription / renewal may be agreed upon in advance by the Parties and additional charges may apply following the initial agreement / pricing.

**5.2 Termination of Agreement; Cessation of Services.** Either Party may terminate this Agreement, upon thirty (30) days prior written notice, for any or no reason, provided however that: (i) if ZecOps terminates the Agreement pursuant to this Section 5.2, it will refund to the Customer the fees paid to it for the unused subscription term of the Services, pro-rated, and (ii) if Customer terminates the Agreement pursuant to this Section 5.2, it shall not be entitled to any refund.

**5.3 Termination or Suspension of Services for Cause.** Either Party may terminate the Agreement upon written notice to the other party if the other party materially breaches this Agreement and fails to cure such breach within fourteen (14) days after receiving written notice of such breach. Further, ZecOps may terminate the Agreement and/or suspend the Services upon written notice to Customer if ZecOps has not received payment for such Services and if such failure is not cured within the period of time stated in ZecOps written notice advising of such failure (which shall be at least 5 business days). It is hereby clarified that if ZecOps terminates the Agreement in accordance with this Section 5.3, Customer shall not be entitled to any refund for any unused subscription term of the Services.

**5.4 Effect of Termination.** Upon termination of the Services: (i) Customer will have no further right to access or use the Services; and (ii) each Party will use commercially reasonable efforts to return any tangible Confidential Information (as defined below) and destroy any electronic Confidential Information of the other Party within its possession or control. Customer acknowledges that, prior to termination, Customer is responsible for exporting any Customer Data to which Customer desires continued access after termination, and ZecOps shall have no liability for any failure of Customer to retrieve such Customer Data and no obligation to store or retain any such Customer Data. The provisions of Sections 2.2, 3, 4, 5.2-5.4 and 6-9 hereof shall survive any expiration or termination of this Agreement. Following termination of the Services, ZecOps may immediately deactivate Customer's account and following a reasonable period may delete Customer's account and all Customer Data from the Services.

## **6. CONFIDENTIALITY.**

**6.1 Confidential Information.** Each Party may have access to information that is confidential or proprietary to the other Party and/or its Affiliates. For purposes of this Agreement, "**Confidential Information**" means the confidential information of a Party and/or its Affiliates which is disclosed to the other Party in connection with this Agreement, whether disclosed in written, oral, electronic, visual or other form, which

is identified as confidential at the time of disclosure or should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding the disclosure, including without limitation information regarding a Party's business, operations, finances, technologies, current and future products and services, pricing, personnel, customers and suppliers, the Customer Data (with respect to Customer), the Services (with respect to ZecOps) and each Party's intellectual property. Confidential Information excludes information to the extent such information (i) is or becomes part of the public domain or otherwise is publicly available through no act or omission of the receiving Party; (ii) was in the receiving Party's lawful and rightful possession prior to the disclosure by the disclosing Party; (iii) is lawfully and rightfully disclosed to the receiving Party by a third party having the right to do so and without restrictions as to further disclosure by the receiving Party; or (iv) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information.

**6.2 Restrictions on Use and Disclosure of Confidential Information.** The receiving Party will use the disclosing Party's Confidential Information solely as necessary in connection with the performance of this Agreement. The receiving Party shall maintain the confidentiality of the disclosing Party's Confidential Information using at least the same degree of care that such party uses to protect its own Confidential Information of a similar nature, and shall restrict disclosure of the disclosing party's Confidential Information to its employees, consultants, contractors, agents and representatives who have a need to know such information and are bound by obligations of confidentiality and non-use no less restrictive than those set forth herein; provided, that a Party may disclose the disclosing Party's Confidential Information if required by law and provided the receiving party provides prompt notice of such requirement and disclosure to the disclosing Party to the extent allowed by law. The receiving Party shall also have the right to disclose Confidential Information of the disclosing Party pursuant to the order or requirement of a court, administrative agency, or other governmental body provided that the receiving Party provides, to the extent permitted by law, prompt, advance written notice thereof to enable the disclosing Party to seek a protective order or otherwise prevent such disclosure. In the event such a protective order is not obtained by the disclosing Party, the receiving Party shall disclose only that portion of the Confidential Information which its legal counsel advises that it is legally required to disclose. Confidential Information so disclosed shall continue to be deemed Confidential Information.

**6.3 Equitable and Injunctive Relief.** If a Party breaches any of its obligations with respect to confidentiality or use or disclosure of Confidential Information hereunder, the other Party is entitled to seek equitable and injunctive relief, in any relevant jurisdiction, in addition to all other remedies that may be available to protect its interest, without having to post a bond or prove irreparable harm.

## **7. LIMITATION OF LIABILITY.**

CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT ZECOPS IS NOT PROVIDING ANY WARRANTY OR GUARANTEE WITH RESPECT TO THE SERVICES AND THAT THE USE OF THE SERVICES IS AT CUSTOMER'S SOLE RISK. ACCORDINGLY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND ANY INFORMATION PROVIDED UNDER THIS AGREEMENT ARE PROVIDED "AS IS" AND ZECOPS AND ITS AFFILIATES HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT

LIMITATION, ANY (IF ANY) IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LACK OF VIRUSES, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT OR THAT THE SERVICES WILL PERFORM ERROR-FREE OR UNINTERRUPTED.

IN NO EVENT SHALL ZECOPS OR ANYONE ON ITS BEHALF BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS OR PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR DATA OR LOSS OR DAMAGES TO GOODWILL, IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF THE CAUSE AND WHETHER ARISING IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF ZECOPS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, UNDER NO CIRCUMSTANCES WILL ZECOPS' TOTAL AND AGGREGATE LIABILITY TO CUSTOMER FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING WITHOUT LIMITATION CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTY, OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS AGREEMENT, EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO ZECOPS FOR THE RIGHT TO USE THE SERVICES IN THE TWELVE (12) MONTHS PRECEDING SUCH CLAIM.

#### **8. MODIFICATIONS.**

ZecOps may, at its sole discretion, make changes to these Terms of Service from time to time. If ZecOps makes a material change to any of the foregoing, ZecOps will inform Customer by e-mail to the e-mail address(es) noted on the Order (or subsequently designated by Customer in writing as a contact for notifications from ZecOps), or through a banner or other prominent notice within the Services. If Customer does not agree to the change, Customer must so notify ZecOps by e-mail to [support@zecops.com](mailto:support@zecops.com) within thirty (30) days after ZecOps' notice, in which case ZecOps may terminate this Agreement pursuant to Section 5.2(i) above, and if ZecOps does not terminate the Agreement as aforesaid then Customer will remain governed by the most recent Terms of Service applicable to Customer until the end of the then-current year of the Services term and the updated Terms of Service shall apply to Customer upon the commencement of the subsequent year of the Services term.

#### **9. GENERAL PROVISIONS.**

**9.1 Notices.** Any notice provided pursuant to this Agreement shall be in writing and shall be sent to the addresses of the Parties contained in the Order by registered mail, or e-mail with notice of receipt requested, or by hand delivery. All notices will be deemed to have been delivered five (5) business days after being mailed (return receipt requested) if delivered by registered mail, or one (1) business day after delivered by hand, by e-mail (with confirmation of receipt).

**9.2 Entire Agreement.** This Agreement together with each Order represent the entire agreement between Customer and ZecOps with respect to the subject matter hereof, and supersede all prior proposals, representations and agreements, whether written or oral, with respect thereto. This Agreement shall govern with respect to all Orders and forms of purchases, whether submitted through electronic transmissions or otherwise, unless otherwise agreed by both Parties in writing. If Customer issues a purchase order in connection with an Order, such purchase order shall be solely for Customer's internal administrative purposes and to facilitate payment. In no event shall the terms of such purchase order modify or become part of this Agreement or

become binding on ZecOps even if ZecOps signs an acknowledgment copy of such purchase order.

**9.3 Assignment and Subcontractors.** Neither Party shall transfer, assign or pledge in any manner whatsoever any of its rights or obligations under this Agreement without the prior written consent of the other Party, provided however, that ZecOps may assign this Agreement in connection with a merger, acquisition, sale of all or substantially all of its relevant assets or other such change of control or corporate reorganization.

**9.4 ZecOps Contracting Party, Governing Law and Jurisdiction.** This Agreement is governed by the laws of the State of Delaware, without application of its principles of conflicts of law. The Parties irrevocably consent to the exclusive jurisdiction of the competent courts in the State of Delaware, USA, to adjudicate all disputes arising from or related to this Agreement to the exclusion of the jurisdiction of any other court; however, ZecOps shall retain the right to institute proceedings, including interlocutory and/or injunctive relief, in any other relevant jurisdiction.

To the extent not prohibited by law, each of the Parties hereby irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or related to this Agreement.

**9.5 Severability.** It is intended that this Agreement shall not violate any applicable law and the unenforceability or invalidity of any provision (other than the provisions obligating Customer to make payments to ZecOps) shall not affect the force and validity of the remaining provisions and such provisions determined to be invalid shall be deemed severed from this Agreement and, to the extent possible, be replaced with terms which as closely as possible approximate the interest and economic intent of such invalid provisions.

Should Customer have any questions concerning this Agreement, or if Customer desires to contact ZecOps for any reason, please e-mail us at: [support@zecops.com](mailto:support@zecops.com)

Last updated: September 17, 2021.

All rights reserved, ZecOps, Inc.



## **Appendix A** **Service Level Agreement (SLA)**

### **1. Definitions**

Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Agreement (as such term is defined herein).

- 1.1 "**Agreement**" shall mean the Agreement between the Parties to which this Appendix A is attached.
- 1.2 "**Documentation**" shall have such meaning as ascribed to it in the Agreement.
- 1.3 "**Services**" shall have the meaning ascribed to such term in the Agreement and including any and all "Updates" and "Upgrades" as defined herein.
- 1.4 "**Problem**" shall mean any failure of the Services to perform substantially in accordance with the Documentation.
- 1.5 "**Update**" shall mean an update to the Services, which update may include corrections of any defects, fixes of any bugs. Updates may be provided by ZecOps also in the framework of Upgrades.
- 1.6 "**Upgrade**" shall mean a major upgrade which significantly changes the functionality of the Services.
- 1.7 "**Work-Around**" shall mean a technically feasible change in the operating procedure of the Services whereby the effects of a Problem on the normal operation of the Services are reasonably minimized.

### **2. Maintenance & Support Services; Special Services**

Subject to the terms and conditions hereof, including without limitation payment of all applicable fees, ZecOps shall provide Customer with the following services during the subscription period under the Order:

- 2.1 Maintenance Services. If and when Updates are developed by ZecOps, ZecOps shall make such Updates available to Customer. Both Parties shall be responsible for the testing of those Updates.

In addition, ZecOps agrees to provide Customer, free of charge, with any Upgrades developed during said subscription period. Following such subscription period, any Upgrades shall be made available at the then current rates of ZecOps.

2.2 Customer acknowledges and agrees that, in addition to the provisions of this Appendix A, any and all Updates and Upgrades will also be subject to and governed by the provisions of the Agreement.

2.3 Support Services. In response to Customer's report of a Problem, ZecOps will make reasonable efforts to provide a fix or a Work-Around for reproducible Problems, all at ZecOps' discretion. A reproducible Problem shall mean a Problem that ZecOps can reproduce on ZecOps' systems. Each report of a Problem must be accompanied by information sufficient to reasonably enable ZecOps to verify and reproduce the Problem, including but not limited to the input data that generated the Problem.

2.4 Support services will be provided in accordance with the priority levels and Response Times (as defined below) set forth below. "**Response Time**" means that ZecOps will, within the timeframes listed below, report back to Customer with an assessment or evaluation of the Problem. After responding to Customer, ZecOps will, taking into consideration the relevant Priority Level, aim to provide a fix or Work-Around as quickly as reasonably possible.

2.5 ZecOps will have a support team available to answer Customer's questions during 10:00 to 18:00 Central European Time and during 10:00 to 18:00 Eastern Time on business days ("**Business Hours**"). 24/7 support will be provided for "Critical Level Problems" (as defined herein) only.

The email address for requesting support is: [support@zecops.com](mailto:support@zecops.com)

Customer shall designate in writing up to two (2) named contacts to request and receive telephone, email or remote access support services from ZecOps. Customer support inquiries shall be initiated through these contacts only. Customer shall notify ZecOps in writing of any changes to the designated Customer contacts.

Priority Level	Response Time
<b>Critical Level Problem</b> – a Problem that precludes significant functionality of the Services for which no reasonable Work-Around exists.	ZecOps staff available 24 hours per day 7 days per week. Response within an average of 3 hours via telephone or email. Initial reporting of the problem via email preferred.
<b>High Level Problem</b> – a Problem that precludes functionality of the Services which a reasonable Work-Around exists.	ZecOps staff available during Business Hours. Response within an average of 10 hours via email. Initial reporting of problem via email preferred.
<b>Low Level Problem</b> – a Problem with little or no influence on the Services functionality, or any other Problem that is not a Critical or a High Level Problem, or a request for information or "how to" question.	ZecOps staff available during Business Hours. E-mail response within two (2) business days.

*2.6 Additional and Special Professional Services.* At ZecOps' sole discretion, ZecOps may make reasonable efforts to respond to requests by Customer for maintenance and support services not specifically provided for herein or requests for additional features, for an additional fee as determined by ZecOps. Customer acknowledges that any such additional or special services, if provided, shall be provided at ZecOps' then current rates, terms and conditions for such services, which shall be provided to Customer for its prior written approval.

### 3. **Service Exclusions**

ZecOps shall have no obligation to provide services for or in connection with Problems caused by any of the following:

- 3.1 Use of the Services other than in strict accordance with the Documentation;
- 3.2 Services used with any computer hardware or used in combination with any software, except as specified in the Documentation;
- 3.3 Introduction of data into any database used by the Services by any means other than by use of the Services;
- 3.4 Misuse of the Services, whether through negligence or accident;
- 3.5 Problems resulting from hardware or software not in accordance with the Documentation;
- 3.6 User errors, including without limitation, problems caused by incorrect set up, host data, user actions in conflict with the Documentation and/or failure to perform required administrative duties (such as back up, purges, modifying data, etc.);
- 3.7 Network problems, including without limitation, problems with remote access connection, with routers, segments, hubs and switches;
- 3.8 Support environment failures – failures of any external support connections from Customer to computer systems maintained by Customer or any third party, including without limitation power outage or component failure;
- 3.9 Problems resulting from damage caused by computer virus or similar malicious code contained in the Services through no fault of ZecOps;
- 3.10 Problems resulting from failure to incorporate or implement any fix, Work-Around or Update or any other maintenance or support service provided by ZecOps; and
- 3.11 Problems resulted from force majeure.

A determination by ZecOps that a Problem is not covered by this Appendix A can be made at any time. If ZecOps demonstrates to Customer that the Problem is excluded from the scope of Services, ZecOps will be entitled to invoice Customer on a time and materials basis at ZecOps' then prevailing rates for any work performed by ZecOps in connection with ZecOps's efforts to resolve the Problem.

#### 4. **Customer's Responsibilities**

Customer will take all actions necessary to assist ZecOps in identifying and reproducing Problems, and shall provide ZecOps with all reasonable and necessary assistance in providing the support services covered by this Appendix A. Customer agrees to notify ZecOps promptly following discovery of the failure of the Services to substantially conform to the Documentation.

#### 5. **Fees and Payment Terms**

5.1 Fees. Except as expressly set forth herein, the fees for basic maintenance and support services provided under this Appendix A are included in the subscription fees for the Services set forth in the applicable Order.

5.2 Should ZecOps provide Customer with any additional or special professional services as referred to in Section 2.6 herein, ZecOps will invoice Customer in full immediately upon the provision of such services.