



End User License Agreement & Support

EULA

If you have purchased a right to use Syskit Software, please read this agreement carefully. By clicking the "I agree to the terms and conditions of the end user license agreement" box, or by accessing, installing, registering to or using the Software, any updates, and documentation (collectively "Software"), you accept all the terms and conditions of this agreement. If you do not agree to the terms of this agreement, do not install, access or use the Software.

This EULA is a binding legal agreement between you (collectively, "you", "your", "end-user", or "customer") and Syskit, Ltd., including its affiliates, authorized resellers or agents acting on our behalf (collectively, "Syskit", "us", "we", or "our"). If you are using our Software and/or our Hosting services on behalf of a business, that business accepts these terms. You (i.e., the individual reviewing this license agreement) represent and warrant that you (a) are an authorized representative of your company, (b) have the authority to bind your company to the terms of the license agreement, and (c) have not previously violated the terms of any license agreements with us.

You acknowledge that the terms and conditions of the agreement are subject to change without notice, and are effective on the date they are posted. Your continued use of the Software and/or the Hosting services constitutes acceptance of these and all modified terms and conditions. For this reason, we strongly encourage you to revisit this page periodically to review any changes to these terms. Last updated: Oct, 2022.

1 License to Use the Software

The licensed Software is the sole and exclusive property of Syskit, AND the Software is LICENSED, NOT SOLD. By indicating that you accept these terms, you do not become the owner of the licensed Software, but are entitled to use the license according to the terms of this EULA. You must lawfully acquire and order the Software from Syskit, or its authorized resellers, to receive a valid license to use the Software. Installations are only permitted via our [website](#) and associated customer portals. Otherwise you do not have a right to use the Software. License rights are not related to Software media. The rights applicable to licensed Software obtained under this agreement are not related to any order of fulfillment of Software media.

2 License Grant

2.1 License Grant

Subject to your continuous compliance with this Agreement and payment of all applicable license fees, you are granted a limited, worldwide, royalty-free, non-assignable, non-sublicense able, non-transferable and non-exclusive license to use the object code versions of the Software (a) within the scope of the license type, for the permitted number of users/tenants as specified in the



documentation, and (c) in a manner consistent with the terms of this agreement and applicable documentation, including all additional terms in [SECTION 5](#).

2.2 Subscription Grant

Some Software licenses may be limited for a specific period of time (i.e., subscription based licenses) as defined in [SECTION 6](#). In this case, you have obtained the right to use and access the licensed materials for a specific limited period of time (i.e., the subscription period). At the end of this period, your license will expire automatically, unless you have renewed your subscription. Upon expiration or termination of the subscription license term, you understand that the Software may cease to operate without prior notice.

2.3 Notice

Syskit's Limitations of Liability and Disclaimers as well as the provisions of the section titled "General" shall survive expiration or termination of this agreement. The agreement and your license to use the licensed materials will terminate if you fail to comply with any term or condition in this agreement.

3 License Types

3.1 Beta Software

If the Software you are accessing with this agreement is a pre-commercial release or a beta version, then you understand that the Software is a pre-release, non-commercial version (collectively, "beta version") and does not represent a final product of Syskit, Ltd. The Software may contain bugs, errors and other problems and should not be used in production environments. You understand that Syskit is not obligated to release the product, and ALL PRE-RELEASE OR BETA SOFTWARE IS PROVIDED ON AN "AS IS" BASIS AND SYSKIT, LTD. DISCLAIMS ANY AND ALL WARRANTIES OR LIABILITY TO THE CUSTOMER OF ANY KIND.

3.2 Evaluation Software

If you have been given an evaluation version (collectively, "not for sale" ("NFS"), "not for resale" ("NFR"), or "trial"), you may install and access the Software only for the purpose of demonstration, evaluation, and training purposes, and you agree that any output files ("reports" or "Software generated documentation") are used only for internal, non-commercial, and non-production purposes for the period specified by Syskit (or, if not specified, for 21 days). You acknowledge that evaluation Software may not be fully functional. Any attempt to circumvent any expiration date is in violation of this EULA and will immediately terminate your license to use the evaluation version. Notwithstanding anything else in this agreement, Syskit does not offer any warranty, indemnity or support for any evaluation Software. EVALUATION SOFTWARE IS PROVIDED "AS IS". ACCESS TO AND USE OF ANY OUTPUT FILES CREATED WITH SUCH EVALUATION SOFTWARE IS ENTIRELY AT THE CUSTOMER'S OWN RISK.

3.3 Subscription Edition

If you have obtained or purchased from Syskit, or its authorized reseller, a right to use the Software for a specific period of time (a "**subscription**") then all of the terms of use applicable to the Software set forth in this license agreement shall remain in force, except that the licensee's right



to use the Software shall not be perpetual, but shall instead be limited solely to the term of the subscription (“**subscription term**” as defined in 4.12). If Syskit does not receive the recurring subscription payment or cannot validate the license periodically, then the Software may become inactive without additional notice, until Syskit receives the payment or validates the license. A subscription edition requires your agreement to the subscription terms and to the other additional terms as noted in [Section 6](#).

4 Definitions Specific to This Agreement

In this agreement, the following terms shall be interpreted as indicated:

4.1 Agent

For the purpose of this agreement, agents are identified as: outsourcers, consultants, contractors, auditors, disaster recovery services providers, hosted services providers, distributors, agents, representatives, and other third parties providing services to the customer (collectively, and each, an “agent”). Syskit will not have any direct or indirect liability or obligation to any end-users’ agents and end-users’ agents do not acquire any rights under this agreement. You will be responsible for agent compliance with this agreement, including the additional conditions and limitations as stated in the foregoing and subsequent sections of this agreement.

4.2 Authorized User

Any person or entity (collectively, “authorized users”) who has purchased the appropriate number of licenses, and agrees to be bound by the terms expressed in this agreement, **and the additional terms** in [Section 5 \(Additional Terms and Conditions for Use\)](#).

4.3 Customer Data

This relates to your name, email, company address, phone number, payment methods or other documentation (collectively, “customer data”) provided or submitted by you to us in the course of using our online services (as defined below).

4.3.1 Notice

For clarity, Syskit does not store credit card data, or accept credit card payments via the phone. Credit card transactions are conducted and stored by, and transmitted to, our PCI compliant ecommerce payment provider. When you place an order, you acknowledge this notice. This also means that a separate account containing your payment method is held and stored with our ecommerce provider.

4.4 Subscriptions Portal

Syskit Software license information, proof of license, Support, eligible updates and customer data are stored in the [Subscriptions Portal](#).

4.5 Electronic Software Delivery

All Syskit Software is delivered electronically.

4.6 Updates

Significant changes to the Software, feature releases, bug fixes, feature enhancements or improvements, or other updates data relating to the Software are collectively known as “updates”. Updates are made available at no additional charge to customers who have the right to use the



Software. Updates are applied automatically when they become available. During the update process users can experience short service disruption.

4.7 Non-Production License

A non-production license is defined as covering development, quality assurance, passive tenant, or all tenants that are not used for production purposes.

4.8 Online Services

Online services are defined as a website or IP address, or ancillary services rendered to you by Syskit to which you are being granted access under this agreement (i.e., Subscriptions Portal, support tickets, live chat, billing accounts maintained by our ecommerce provider).

4.9 Software

“Software” means (a) any Syskit proprietary computer Software program identified on the www.syskit.com website, (b) related Software documentation and materials, (c) any updates to the media or related Software documentation, (d) machine-readable instructions and data programs in machine-readable formats, (e) audio-visual content (such as images, text, recordings, or pictures), and (f) Software keys (collectively, “Software” or “products”). The Software does NOT include any versions of the source code.

4.10 Support

As a part of the subscription license Syskit offers Support licensed users. Support includes: (1) any generally released updates, patches, and bug fixes for the Software (“Updates”) when and if released at Syskit’s sole discretion, (2) Standard Support: (3) web-based support, email, live chat and phone support.

4.11 Support Portal

This is an online service to enable customers to submit questions or receive online technical support. The Support Portal enables customers to log and track the progress of the problem/request from inception to its resolution. You are able to submit tickets 24 hours a day, 7 days a week, even outside the normal support operating hours. The customer Knowledge Base is an online article-based help site.

4.12 Subscription Term

The initial term and any renewal term(s) commence upon paying the applicable fees, unless otherwise agreed. The initial subscription term is a minimum of one year or other mutually agreed upon period, and decided at the time of purchase. Upon expiration of the subscription, the Software will cease to operate.

5 Additional Terms and Conditions for Use

In addition to all other terms in this agreement, the following conditions apply to customer use:

5.1 User Obligation

The customer agrees that it will not use the Software, or permits its agents to use the Software other than as permitted by this agreement and that it will not use the Software in a manner inconsistent with its design or documentation. The end-user will not attempt to do any of the



foregoing, encourage others to do so, or otherwise attempt to bypass or circumvent any usage restrictions in this agreement. You shall not commit any act or omission that could result in damage to Syskit's reputation.

5.2 No Assignment

The End-User will not, and will not allow any Authorized user, Agent or other third party to resell, assign, rent, give, transfer, pass title to, lease, copy, provide access to or sublicense (including without limitation on a timeshare, subscription service, hosted service, or outsourced basis) any product to any third party (for use in its business operations or otherwise) or anyone else besides authorized users (including its agents) in accordance with the express terms of this agreement, or permit anyone besides authorized users (or its agents) to use any data or information not owned by the end-user that is generated by the products. In the event that the end-user grants any security interest in any products, the secured party has no right to use or transfer the products. This agreement does not and is not intended to confer any rights or remedies upon any person other than the parties involved.

5.3 Uncontrolled System

The end-user will be responsible for any use of the software on any hardware systems not owned, leased or controlled by the end-user.

5.3.1 Viruses

You agree to use and ensure that your authorized users use due care and diligence to avoid introducing any software viruses or other contaminant (including any bugs, worms, logic bombs, Trojan horses or any other self-propagating or other such program) that may infect or cause damage to the Software, the Services or Syskit's systems, or otherwise disrupt the provision of the Software.

5.4 Compliance with Laws

You represent and warrant to Syskit that you and any of your agents shall comply with all applicable laws, regulations, rules, ordinances, and orders regarding its use of the Software, including data protection and privacy laws.

5.5 Export Control

You may not use the Software, or allow the transfer, transmission, export or re-export of all or any part of the Software or any product thereof, in violation of any export control laws or regulations of the United States, the EU, or any other relevant jurisdiction. The end-user is solely responsible for determining the existence and application of any such law to any proposed import and export and for obtaining any needed authorization. The end-user agrees not to export, directly or indirectly, any product (or any direct product thereof) from any country in violation of applicable laws.

5.6 License Keys

The Software may require an electronic license key as a condition to use the Software. Each license key delivered to the customer by Syskit, Ltd. shall be used solely by the specific company or its agents and may not be shared or transferred by the customer to any other company. Additional or replacement license keys may be obtained from Syskit, Ltd. All license keys are stored in the [Subscriptions Portal](#). License key may be applied automatically by Subscriptions Portal if End User opts into this feature.



5.7 No Reverse Engineering

You shall not reverse engineer, decompile, disassemble, decipher, decrypt, or otherwise seek to discover or obtain the source code or non-public APIs to products (including any data structure or similar materials produced by the products), except to the extent expressly permitted by applicable law despite this prohibition (and then only upon advance notice to Syskit).

5.8 No Modifications

You shall not modify, adapt or create derivative works of any Software (excluding end-user modifications and end-user plug-ins), or remove or obscure any proprietary or other notices of Syskit or any third party contained in any product (including any information or data generated by the products).

5.9 Permitted Use for Agents

End-users' agents are permitted to use the Software, but solely for the benefit of the customer, and only as the customer's licensed user. The customer shall be responsible for compliance by its agents with the terms and conditions of this agreement.

5.10 Termination for Inappropriate Use

If any part of this agreement is violated, or discovered to be in breach, Syskit, Ltd. retains the right to disable functionality, including, without limitation, reporting, license moves, and user management, and other remedies at our disposal.

5.11 Indemnification

YOU WILL INDEMNIFY, DEFEND AND HOLD HARMLESS SYSKIT, LTD. FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, DAMAGES, LOSSES, LIABILITIES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS) ARISING OUT OF OR IN CONNECTION WITH ANY CLAIM ARISING FROM OR RELATING TO (A) ANY BREACH BY THE END-USER (INCLUDING ITS AGENTS) OF THIS AGREEMENT, (B) ANY END-USER DATA, (C) ANY END-USER MODIFICATIONS, END-USER PLUG-INS OR OTHER MODIFICATIONS OF OR COMBINATIONS WITH A PRODUCT, OR ANY SERVICE OR PRODUCT OFFERED BY THE END-USER IN CONNECTION WITH OR RELATED TO A PRODUCT, (D) ANY UNCONTROLLED SYSTEMS, OR (E) ANY REPRESENTATIONS OR WARRANTIES MADE BY THE END-USER (INCLUDING ANY AGENT) REGARDING A PRODUCT TO THIRD PARTIES. THIS INDEMNIFICATION OBLIGATION IS SUBJECT TO THE END-USER RECEIVING (I) PROMPT WRITTEN NOTICE OF SUCH CLAIM (BUT IN ANY EVENT NOTICE IN SUFFICIENT TIME FOR THE END-USER TO RESPOND WITHOUT PREJUDICE); (II) THE EXCLUSIVE RIGHT TO CONTROL AND DIRECT THE INVESTIGATION, DEFENSE, OR SETTLEMENT OF SUCH CLAIM, PROVIDED THAT SYSKIT, LTD. MAY PARTICIPATE IN THE CLAIM AT ITS OWN EXPENSE AND THE END-USER MAY NOT SETTLE ANY CLAIM WITHOUT OUR PRIOR WRITTEN CONSENT; AND (III) ALL REASONABLE NECESSARY COOPERATION OF SYSKIT, LTD. AT THE END-USER'S EXPENSE.

5.12 No High Risk Use

No High Risk Use. You must not grant the right to use the software in any application or situation where the software failure could lead to death or serious bodily injury of any person, or to severe physical, non-physical or environmental damage ("High Risk Use") including without limitation operation of nuclear facilities, aircraft navigation/communication systems, air traffic control, and life support or weapons systems. High Risk Use does not include utilization of software for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate



with the applications that perform the control, but must not be directly or indirectly responsible for the control function. You agree to indemnify and hold harmless Syskit from any third-party claim arising out of end users' use of the software in connection with any High Risk Use.

6 Subscription and Renewals

6.1 Auto Renewals

Customers can elect to automatically renew subscription for successive terms of the same period, whereby each subsequent renewal will be charged to your chosen method of payment, indicated in the initial order. Automatic renewals are charged at Syskit's then-current rates unless otherwise agreed. You agree that you will maintain your customer data (as defined in [Section 4.3](#)). Syskit is not responsible for inaccurate, outdated, or incomplete customer data that could cause cancellation or renewal of your subscription. You take full responsibility for your automatic renewal and any fees associated for subsequent renewals, and the customer data on which those renewals are based.

6.2 Disabling Auto Renewal

If you do not want automatic renewals, then you must check the box indicating you do not want "automatic renewals". In this case, you agree that your subscription will expire at the end of the subscription term, and will cease to work. To continue using your subscription, you should place a new order via our website, with our sales team or with an authorized reseller.

6.3 Payments

Payments can be made in three ways: (a) directly to Syskit (wire transfer only) as described in [Section 8](#) (Payment and Fees), (b) online via our website (for Credit Card), or (c) for subscriptions, through auto renewals, as described above in [Section 6.1 \(Auto Renewals\)](#).

6.4 Cancellations and Refunds

You may cancel the services within the first 30 days of the start date, with or without cause. In this case, you will be eligible for a full refund, and you will not be able to use the subscription Software. To cancel, simply send an email to sales@syskit.com. Cancellations after 30 days will not be eligible for a refund, and in this case your subscription will end at the end of your current subscription term, and you will not be billed for subsequent terms. All of the above is valid for initial purchase only, not for renewals.

7 Important Customer Obligations

7.1 Accuracy of Customer Data

The customer will provide accurate, current and complete information when using any online services of Syskit, Ltd. or its affiliates. The customer agrees to update its information if it changes. It is the responsibility of the end-user to ensure that all customer data reflects the latest and most accurate information.

7.2 Passwords and Usernames

The end-user will keep all its passwords and usernames confidential and will not share them with third parties. The end-user is responsible for all actions taken through its accounts.



8 Payments and Fees

The methods and conditions of payment to be made to Syskit, Ltd. or its affiliates (authorized resellers or ecommerce providers) are as follows:

8.1 Payments to Authorized Reseller

If the end-user has ordered products from an Syskit authorized reseller, then the sections of this agreement referring to orders with Syskit, or payments to Syskit, do not apply for those products. Instead, the end-user agrees to pay our authorized reseller the fees separately agreed with the authorized reseller. No Syskit authorized reseller may change the terms of this agreement, but they may impose additional fees for the price of the Software. No promises, warranties or agreements by Syskit authorized resellers are binding on Syskit.

8.2 Prices

Prices charged by Syskit or its authorized resellers shall not vary from the prices quoted by Syskit or its authorized resellers in its bid, with the exception of (a) any price adjustments authorized or (b) any request for quote validity extension. All quotes that are expired upon purchase are subject to then-current pricing, unless otherwise agreed upon as mentioned above.

8.3 Payments and Orders Directly with Syskit

If you have placed your order directly with Syskit, then your purchase involves a purchase order and fees are payable directly to Syskit **by wire transfer only**. Upon receipt of a purchase order, submitted to Syskit by the customer, Syskit's request(s) for payment shall be made to the customer, accompanied by an invoice describing, as appropriate, the products delivered. The minimum purchase order value should be \$500 USD or its equivalent on other supported currencies. Syskit reserves the right to reject such purchase orders and redirect the purchase to the Syskit online webshop.

8.3.1 Payment Terms

The customer must pay all fees by their due date specified at the time of order or otherwise within 30 days of Syskit's invoice or notice.

8.3.2 Currency

The currency or currencies in which payment is made to Syskit will be made in the currency or currencies in which the payment has been requested in the quote.

8.3.3 Late Payments

Late payments are subject to interest charges of 1.0% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all collection expenses. The customer will continue to be charged until the balance is paid in full.

8.3.4 Termination for Non-Payment

In the event of any termination resulting from the customer's failure to pay any applicable fees, without prejudice to any other remedy for any breach of this agreement, by written notice of default sent to the customer, Syskit may terminate this agreement in whole or in part. The customer will continue to be responsible for any licenses fees, and period of usage, even if termination for non-payment occurs.

8.3.5 Unpaid Balance

The customer will pay the unpaid balance due, calculated in accordance with this section and this agreement. Syskit will bill the customer for such unpaid fees and charges.



8.3.6 Notice

The customer acknowledges that the foregoing does not rely on the future availability of any products in agreeing to or making its payments hereunder.

8.4 Renewal Fees for Subscription-Based Users

Fees will be charged as described in [Section 6 \(Subscription and Renewals\)](#).

8.5 Website Orders

If you have placed your order through our website, you agree to use our PCI compliant “payment provider”. A separate billing account is created with the payment provider after a purchase is made. You agree to provide correct and accurate customer data to the payment provider, and agree to be bound by their terms and conditions.

8.6 Taxes/Exemptions/VAT

Payments made by the customer under this agreement exclude any taxes or duties payable in respect of the products in the jurisdiction where the payment is either made or received. To the extent that any such taxes or duties are payable by Syskit, Ltd. the customer must pay to Syskit the amount of such taxes or duties in addition to any fees owed under this agreement. Notwithstanding the foregoing, the customer may have obtained an exemption from relevant taxes or duties as of the time such taxes or duties are levied or assessed. In that case, the customer will have the right to provide to Syskit any such exemption information, and Syskit will use reasonable efforts to provide such invoicing documents as may enable the customer to obtain a refund or credit for the amount so paid from any relevant revenue authority if such a refund or credit is available.

9 Intellectual Property

9.1 Ownership

The Software (including any related content or information contained therein), copies, modifications and derivative works of the product, and the underlying Software (including any incorporating feedback) are the intellectual property of and are owned by Syskit. The structure, organization, and source code of the Software are the valuable trade secrets and confidential information of Syskit. The Software is protected by law, including but not limited to the copyright laws of the United States and other countries, and by international treaty provisions. Except as expressly stated herein, this agreement does not grant the customer any intellectual property rights in the Software. All rights not expressly granted are reserved by Syskit, Ltd.

9.2 Copyrights and Trademarks

Unless otherwise expressly noted, all materials, including images, illustrations, designs, icons, service marks, logos and photographs appearing anywhere on Syskit’s website are protected by worldwide copyright laws and treaty provisions. The copyright on such materials is held by the original creator of the materials. None of the materials may be copied, reproduced, displayed, modified, published, uploaded, posted, transmitted, or distributed in any form, or by any means without Syskit’s prior written permission.

9.3 Customer Feedback



This relates to comments, suggestions, or materials (including, to the extent disclosed to Syskit, any end-user modifications, but excluding end-user plug-ins) that end-users may provide to Syskit, about or in connection with the products, including any ideas, concepts, know-how, or techniques contained therein. The end-user may provide feedback in connection with maintenance and otherwise. The end-user hereby grants Syskit a worldwide, royalty-free, non-exclusive, perpetual and irrevocable license to use, copy, modify, and otherwise exploit the feedback for any purpose, including incorporating or implementing the feedback in the products. The end-user agrees that Syskit may leverage all feedback without any restriction or obligation on account of intellectual property rights or otherwise. For clarity, no feedback will be deemed the end-user's confidential information, and nothing in this agreement (including [Section 11 \(Non-Disclosure/Confidentiality\)](#)) limits Syskit's right to independently use, develop, evaluate, or market products, whether incorporating feedback or otherwise.

9.4 Product Errors

With your consent, the Software may automatically collect non-personally identifiable usage data within certain log files. The customer further acknowledges and agrees that such usage data collected by the Software shall constitute the property of Syskit, Ltd., and may be used by us in any way without further approval from the customer.

10 Online Services and Electronic Communications

10.1 Use of Customer Data

Personal data collected through the online services may be transferred, stored, and processed in the United States or any other country in which Syskit or its Affiliates maintain operations. This includes any personal data the customer collects using the online services.

10.1.1 Account Information and Customer Data

Syskit does not claim ownership of any Customer Data. You hereby grant to Syskit a nonexclusive, worldwide, royalty-free, fully paid, transferable license to host, cache, record, copy and display Customer Data solely for the purpose of providing the Software or Services.

10.2 Content

Content consists of all data, software, and information that the customer or its authorized users provides, authorizes access to, or inputs to the Software and/or the Hosting services or information or data customer may provide, make available or grant access to, in connection with Syskit providing other products, such as consulting, maintenance, or support. Syskit, its affiliates, and contractors of either may access and use the Content solely for the purpose of providing and managing the applicable Software, the Hosting services, or other products. Syskit will treat all Content as confidential by not disclosing Content except to Syskit employees and contractors and only to the extent necessary to deliver the Software, perform Hosting services or other products. Customer is responsible for obtaining all necessary rights and permissions to enable, and grants such rights and permissions to, Syskit, its affiliates, and contractors of either to use, provide, store and otherwise process Content in the Software, the Hosting services or other products. This includes Customer providing required information, making necessary disclosures and obtaining consent, if required, before providing individuals' information, including personal or other regulated data in such Content. Customer is responsible for adequate back-up of Content. If any Content could be subject to governmental regulation or may require security measures beyond those specified by Syskit in this agreement, Customer will not input, provide, or allow access to



such Content unless Syskit has otherwise first agreed in writing to implement additional security and other measures.

10.3 Privacy

Both parties undertake to act in full compliance with the provisions of the privacy and protection laws. As between the parties, the end-user retains all right, title and interest in and to customer data. Syskit acquires no rights in customer data, other than the rights the end-user grants to use for the applicable online service as described in [Section 10.2](#). This does not apply to Software or services Syskit licenses to the end user, or to information that is submitted as feedback or product errors, as defined in [Section 9.3](#) and [Section 9.4](#).

Syskit Data Processing Addendum available at [LINK](#) (DPA) and applicable DPA Exhibit(s) apply to personal data contained in the Content, if and to the extent the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons regarding to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) apply.

10.4 Services by Affiliates

Your access to and use of any affiliate online services (e.g. Stripe “payment processor”) is governed by the terms, conditions, disclaimers, and notices found on such site.

10.4.1 Notice

EXCEPT AS EXPRESSLY AGREED BY SYSKIT OR ITS AFFILIATES, YOUR USE OF SYSKIT ONLINE SERVICES IS AT YOUR OWN RISK UNDER THE WARRANTY AND LIABILITY LIMITATIONS OF [SECTIONS 22](#) AND [SECTION 23](#).

11 Non-Disclosure/Confidentiality

The customer shall not disclose to any person or entity any information about the Software or other Syskit, Ltd. confidential information that is furnished to or otherwise becomes known to the customer, except that the customer may disclose such information on a need-to-know basis to its employees who are obligated to maintain the confidentiality of such information. The customer’s obligation to maintain the confidentiality of such information shall not apply to information that (a) was known to the customer before receiving such information, (b) is in the public domain, (c) is received by the customer from a third party who was legally entitled to make an unrestricted disclosure.

12 Headings

The section headings herein are inserted for convenience only and shall not be construed to limit or modify the scope of any provision of this agreement.

13 Publicity Notice

Syskit, Ltd. may identify customers in product promotional material or on its website. The customer may request that Syskit ceases identifying an end-user at any time by submitting an email to sales@syskit.com. Requests can take up to 30 days to process.

14 License Certifications and Audits



14.1 Audit Requests

Upon Syskit's written request, the customer will provide Syskit with a signed certification certifying that all products are being used pursuant to the terms of this agreement, including any access and user limitations. With prior reasonable notice of at least 10 days, Syskit (or its authorized agent) may audit the use of the products by the customer, its authorized users and agents; provided such audit is during regular business hours.

14.2 Reasonable Assistance

The end-user will provide reasonable assistance and access to information in the course of any audit.

14.3 Audit Costs

The end-user is responsible for such audit costs only in the event that the audit reveals that the end-user's use of the products is not in accordance with any term of this agreement. In the event that any certification or audit reveals that the end-user has exceeded its permitted number of authorized users or devices, Syskit may invoice the end-user for any past or ongoing excessive use and the end-user will pay the invoice in accordance with [Section 9 \(Payments and Fees\)](#). This remedy is without prejudice to any other remedies available to Syskit at law or equity or under this agreement.

14.4 Embedded Software Audit Reporting

The end-user understands that Syskit may report audit results to any applicable embedded Software licensor, or may assign the right to audit the end-user to an embedded Software licensor. When the audit is assigned, then notwithstanding anything else in this agreement to the contrary, Syskit and its third-party auditors will not be responsible for the end-user's costs incurred in cooperating with the audit.

15 Customer Acknowledgements

15.1 No Obligation to Provide Support

Syskit shall not be obligated to provide any technical support for Software, or to provide major updates that have been released, unless the customer is current in payment of fees for the license. This excludes updates that are required for the basic stability of the Software that Syskit may provide at its sole discretion. Syskit shall not be obliged to provide any technical or other support for its evaluation Software version.

15.2 Changes to Products and Services

We may modify, or change, or release a new version of our online services and/or Software and related documents from time to time. In some cases, additional fees may apply for additional services and products offered. After an update, we may discontinue or disable access to all or some of the features, and/or may modify the functionality of features. Syskit, at its sole discretion, reserves the right to discontinue a product, and to add or remove features at any time, without prior notice. This excludes changes that are required for the basic functionality of the Software.

15.3 Delivery



Delivery of all Software is through ESD (as defined in [Section 4.5](#)). The customer acknowledges that, at the time of ordering, both a billing and a delivery contact must be input to create the Subscriptions Portal account. This account is created upon ordering either through the website or directly through Syskit. Upon settlement of payment or purchase, login details are sent to the customer's email to retrieve the Software license keys.

15.4 Microsoft Azure customer usage attribution

Microsoft reports the Azure usage associated with Azure deployments to the Syskit.

15.4.1 Notification for Resource Manager template deployments

When you deploy Resource Manager template from Azure Marketplace, Microsoft can identify the installation of Syskit software with the deployed Azure resources. Microsoft can correlate these resources used to support the software. Microsoft collects this information to provide the best experiences with their products and to operate their business. The data is collected and governed by Microsoft's privacy policies, located at <https://www.microsoft.com/trustcenter>

15.4.2 Notification for SDK or API deployments

When you deploy Syskit software, Microsoft can identify the installation of Syskit software with the deployed Azure resources. Microsoft can correlate these resources used to support the software. Microsoft collects this information to provide the best experiences with their products and to operate their business. The data is collected and governed by Microsoft's privacy policies, located at <https://www.microsoft.com/trustcenter>

15.5 Authorization to Store Customer Data

The customer hereby acknowledges and agrees that certain information (including, without limitation, your name, username, email address and contact information, which may be deemed "personal information" for the purposes of various state, federal or other privacy laws) may be collected, transmitted, stored, and used by Syskit and its online services, and affiliates. You hereby expressly authorize and consent to the collection, transmission, storage, and use of such information by Syskit, its online services, and affiliates.

15.5.1 Microsoft Office 365 Access

To the extent applicable, you agree to allow Syskit to access your then-current Microsoft Office 365 account for the sole purpose of performing Syskit's obligations under the Agreement.

15.5.2 Notice:

THE CUSTOMER ACKNOWLEDGES AND AGREES THAT SUCH DATA WILL NOT BE SHARED WITH ANY THIRD PARTIES, EXCEPT: (A) IN THE EVENT OF A SALE OF ALL OR SUBSTANTIALLY ALL OF SYSKIT'S ASSETS RELATING TO THE SOFTWARE TO ANOTHER PARTY, (B) IN ORDER TO COMPLY WITH LAW, OR LAW ENFORCEMENT AGENCIES, OR (C) TO PROTECT SYSKIT'S RIGHTS UNDER THIS AGREEMENT.

15.6 Downtime

Syskit, Ltd. shall not be obligated to provide Software service to run fulltime. Software service unavailability will be attributed to the regular maintenance or other external factors outside our control (for example, natural and weather disasters, war, acts of terrorism, government action or a network or device failure external to our data centers, including at your site or between your site and our data center), or as defined in this Agreement and/or its integral parts.



15.7 Third-Party Restrictions

Syskit, Ltd. uses other service providers (for example, Microsoft Azure) to produce a Software or service presented to the end-user. The aforementioned third-party services are subject to their own limitations and guarantees and therefore Syskit shall not by any chance be held responsible in the case of their failure, which could result in Syskit Software being unavailable or misbehaving.

15.8 Force Majeure

This agreement does not apply to any performance or availability issues (a) that result from the use of services, hardware or Software not provided by us, including but not limited to issues resulting from inadequate bandwidth or related to third-party Software or services; (b) caused by your use of a Service after we advised you to adjust your use of the Service; (c) during or with respect to preview, prerelease, beta or trial versions of a service, feature or Software; (d) that result from your unauthorized action or lack of action when required, or from your employees, agents, contractors or vendors or anyone gaining access to our network by means of your passwords or equipment or otherwise resulting from your failure to follow appropriate security practices; (e) that result from your failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or use the Service in a manner inconsistent with the features and functionality of the Service (for example, attempts to perform operations that are not supported) or inconsistent with our published guidance; (f) that result from faulty input, instructions or arguments (for example, requests to access files that do not exist) or (g) that result from your attempts to perform operations that exceed prescribed quotas or that resulted from our throttling of suspected abusive behavior.

16 Breach

In the event that the customer materially breaches any provision of this agreement, this agreement shall be deemed to automatically terminate, with or without notice from Syskit. The failure of Syskit, Ltd. to insist upon strict adherence to provisions of this license agreement shall in no way constitute a waiver of the relevant provisions or any subsequent breach. Following termination of this license agreement, the customer shall, upon Syskit's written notice (as described in [Section 17 \(Notices\)](#)), promptly discontinue its use of the Software.

17 Notices

17.1 Form of Notice

All notices, requests, claims, demands and other communications between the parties shall be in writing.

17.2 Method of Notice

Notices permitted or required to be given hereunder shall be deemed sufficient if given by (a) registered or certified mail, postage prepaid, return receipt requested, (b) private courier service, or (c) facsimile addressed to the respective addresses of the parties as first above written or at such other addresses as the respective parties may designate by like notice from time to time.

17.3 Receipt of Notice

All notices shall be effective upon (a) receipt by the party to which notice is given, or (b) on the 5th day following mailing, whichever occurs first.



18 Termination

18.1 Duration

This agreement will continue so long as you have a license to the Software or an ongoing subscription, unless earlier terminated. Syskit may suspend or terminate this agreement and the end-user's account, with respect to one or more of the products, if the end-user fails to comply with the terms and conditions of this agreement, including any failure to pay fees when due. Syskit may terminate any free account or evaluation usage at any time at its sole discretion.

18.2 Termination

The end-user may terminate this agreement at any time with notice to Syskit.

18.3 Termination Effect

Immediately upon termination of any license or subscription right granted under this agreement, the end-user's license to Software will cease, and the end-user must at its own cost: cease using (and require all authorized users, and anyone else to cease using) all the terminated products. Syskit will delete Customer Personal Data after the expiration of the contractual relationship between the Customer and Syskit, as defined by the Data Processing Addendum and Data Processing Addendum – Exhibit for Hosting Services.

18.4 Survival of Termination

All payment and other obligations accrued as of the date of any expiration or termination of this agreement, and Sections [5.1 \(USER OBLIGATIONS\)](#), [5.2 \(NO ASSIGNMENT\)](#), [5.5 \(EXPORT CONTROL\)](#), [5.11 \(INDEMNIFICATION\)](#), [8 \(PAYMENT AND FEES\)](#), [9 \(INTELLECTUAL PROPERTY\)](#), [11 \(NON-DISCLOSURE/CONFIDENTIALITY\)](#), [13 \(PUBLICITY NOTICE\)](#), [14 \(LICENSE CERTIFICATIONS AND AUDITS\)](#), [18 \(TERMINATION\)](#), [19 \(INFRINGEMENT INDEMNIFICATION\)](#), [20.2 \(GOVERNMENT END-USERS\)](#), [21 \(GENERAL PROVISIONS\)](#), [22 \(LIMITED WARRANTY REMEDY\)](#), [23 \(LIMITATION OF LIABILITY\)](#), AND [25 \(GOVERNING LAW AND JURISDICTION\)](#) WILL SURVIVE THE TERMINATION OF THIS AGREEMENT, HOWSOEVER CAUSED, BUT THIS WILL NOT IMPLY OR CREATE ANY CONTINUED RIGHT TO USE THE SOFTWARE AFTER TERMINATION OF THIS AGREEMENT.

19 Infringement Indemnification

19.1 Syskit shall indemnify and hold the customer harmless from liability to unaffiliated third parties resulting from a final judgment of infringement of the Software by any United States copyright or misappropriation of any trade secret, provided that Syskit, Ltd. is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement of any such claim or proceeding. Syskit, Ltd. will not be responsible for any settlement it does not approve in writing.

19.2 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, SYSKIT'S REPRESENTATIONS, WARRANTIES, INDEMNIFICATION AND DEFENSE OBLIGATIONS SHALL NOT APPLY TO: (I) THE EXTENT THAT THE SOFTWARE HAS BEEN MODIFIED BY PARTIES OTHER THAN SYSKIT; (II) PREVIOUS RELEASES OF THE SOFTWARE WHERE THE CUSTOMER IS NOT SUBSCRIBING TO SUPPORT, WHERE UPDATES OR NEWER RELEASE WOULD NOT HAVE GIVEN RISE TO THE INFRINGEMENT CLAIM; (III) CLAIMS CAUSED BY THE CUSTOMER'S NEGLIGENCE, ABUSE, MISUSE OR MISAPPLICATION OF THE SOFTWARE OR ANY PORTION THEREOF; (IV) COMBINATIONS OF THE SOFTWARE OR ANY PORTION THEREOF WITH OTHER PRODUCTS, PROCESSES OR MATERIALS NOT PROVIDED BY SYSKIT, LTD., WHERE THE ALLEGED INFRINGEMENT ARISES OUT



OF OR RELATES TO SUCH COMBINATION; OR (V) WHERE THE CUSTOMER OR ANY OF ITS CUSTOMERS OR AGENTS CONTINUES ALLEGEDLY INFRINGING ACTIVITY AFTER BEING NOTIFIED THEREOF AND AFTER BEING PROVIDED WITH MODIFICATIONS THAT WOULD HAVE AVOIDED THE ALLEGED INFRINGEMENT.

19.3 THE END-USER AGREES TO INDEMNIFY AND HOLD SYSKIT HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, EXPENSES, DAMAGES, LIABILITIES AND LEGAL FEES THAT SYSKIT MAY SUFFER OR INCUR AS A RESULT OF ANY DISPUTE THAT MAY ARISE, IN ANY WAY WHATSOEVER, IN CONNECTION WITH ANY BREACH OF [SECTION 19.2](#) AND [SECTION 5.11](#).

20 Notice to Government Users—Restricted Rights Notice

20.1 Notice

Any Software provided to the United States of America, including its agencies or instrumentalities (collectively, the “U.S. government”) is subject to RESTRICTED RIGHTS. If this Software or related documentation is delivered to the U.S. government or if anyone is licensing it on behalf of the U.S. government, the following notice is applicable:

20.2 U.S. Government End-Users

The products are commercial computer Software. If the user or licensee of the products is an agency, department, or other entity of the United States government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Software, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by the terms of this agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The products were developed fully at private expense, and the manufacturer is Syskit, Ltd., Krste Pavletica 1, 10000 Zagreb, Croatia, Europe. All other use is prohibited.

21 General Provisions

21.1 Amendments

Syskit may modify this Agreement by providing the Customer at least 1 (one) month's written notice. Changes are not retroactive; they apply, as of the effective date, to new orders, ongoing services that do not expire, and renewals. For transactions with a defined renewable subscription period, changes apply as of the effective date as well, but the Customer may request that Syskit defer the change effective date until the end of the current subscription period. Customer accepts changes by placing new orders or continuing use after the change effective date or allowing transactions to renew after receipt of the change notice. Except as provided above, all changes to this Agreement must be in writing accepted by both parties.

21.2 Governing Language

The English version of this agreement will be the version used when interpreting or construing this agreement. The English language shall govern all correspondence and other documents pertaining to the contract and all such documents that are exchanged by the parties shall be written in the same language.



21.3 Entire Agreement

This is the entire agreement between Syskit Ltd. And the customer relating to the Software and it supersedes any prior representations, discussions, undertakings, communications, or advertising relating to the Software.

21.4 Independent Contractors

Nothing in this agreement shall be construed as constituting either party as a partner of the other or to create any other form of legal association that would give one party the express or implied right, power or authority to create any duty or obligation of the other party.

21.5 Accuracy and Completeness

The Software and access to any websites, Syskit or online services are provided "as is" and with all faults.

21.6 Projections

Except for the representations and warranties contained in [SECTION 22 \(LIMITED WARRANTY REMEDY\)](#), Syskit does not make any representation or warranty as to the future revenue, profitability or success of the Software or related documents, or any representation or warranty arising from statute or otherwise in law.

21.7 Merchantability

Other than those offered and statutory warranties and remedies, Syskit, Ltd. And its affiliates disclaim all warranties, conditions, representations, and terms, express or implied, whether by statute, common law, custom, usage, or otherwise, as to any matter, including but not limited to performance, security, non-infringement of third-party rights, integration, merchantability, quiet enjoyment, satisfactory quality, and fitness for any particular purpose. Other than such offered and statutory warranties and remedies, in [SECTION 22 \(LIMITED WARRANTY REMEDY\)](#).

21.8 No Other Warranty/Representation

The limited warranty in [SECTION 22 \(LIMITED WARRANTY REMEDY\)](#) and any statutory warranty and remedy that cannot be excluded or limited under law are the only warranties and exclusive remedies applicable to the Software.

21.9 Disclaimer

The foregoing limitations and exclusions apply to the extent permitted by applicable law in the customer's jurisdiction. This limitation of liability may not be valid in some jurisdictions. The customer may have rights that cannot be waived under consumer protection and other laws. Syskit does not seek to limit its warranty or remedies to any extent not permitted by law. See [SECTION 25 \(GOVERNING LAW AND JURIDISTCTION\)](#) for jurisdiction-specific statements.

21.10 Severability

In the event that any provision of this license agreement is held invalid or unenforceable, the remainder of this agreement shall remain valid and enforceable according to its terms.

22 Limited Warranty Remedy

22.1 THE ENTIRE LIABILITY OF SYSKIT AND ITS AFFILIATES RELATED TO SUCH WARRANTY CLAIM AND THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY UNDER ANY WARRANTY WILL BE LIMITED



TO EITHER, AT SYSKIT'S OPTION, SUPPORT OF THE SOFTWARE BASED ON THE WARRANTY CLAIM, UPDATE OF THE SOFTWARE, OR, IF SUPPORT OR UPDATE IS NOT PRACTICABLE AT SYSKIT'S DETERMINATION, REFUND OF THE LICENSE FEE THE CUSTOMER PAID FOR THE SOFTWARE (IF ANY).

22.2 THE LIMITED WARRANTY SET FORTH IN THIS SECTION GIVES CUSTOMER-SPECIFIC LEGAL RIGHTS. THE CUSTOMER MAY HAVE ADDITIONAL RIGHTS UNDER LAW THAT MAY VARY FROM JURISDICTION TO JURISDICTION. SYSKIT DOES NOT SEEK TO LIMIT THE CUSTOMER'S WARRANTY RIGHTS TO ANY EXTENT NOT PERMITTED BY LAW. PLEASE SEE [SECTION 25 \(GOVERNING LAW AND JURISDICTION\)](#) FOR JURISDICTION-SPECIFIC PROVISIONS.

22.3 **Disclaimer of Warranties.** ALL SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND WITHOUT ANY WARRANTY. EACH OF THE SYSKIT ENTITIES HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS AND DUTIES OF ANY KIND (IF ANY), EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE, OF ACCURACY, OF SYSTEM INTEGRATION OR COMPATIBILITY, OF WORKMANLIKE EFFORT OR OF NON-NEGLIGENT PERFORMANCE. THE FOREGOING DISCLAIMERS INCLUDE, WITHOUT LIMITATION, ANY WARRANTY, DUTY OR CONDITION THAT THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED, RELIABLE, AVAILABLE AT ANY PARTICULAR TIME, SECURE, ERROR-FREE OR VIRUS-FREE OR CORRESPOND TO ANY CONDITION; THAT MESSAGES OR REQUESTS WILL BE DELIVERED; THAT DEFECTS WILL BE CORRECTED OR THAT THE SOFTWARE OR SERVICES, ANY CONTENT, SYSTEMS, SERVERS AND INFORMATION THAT IS IN OR UTILIZED BY THE SOFTWARE AND/OR SERVICES WILL BE FREE OF HARMFUL ASPECTS. ALSO, THERE IS NO WARRANTY OF TITLE OR AGAINST INTERFERENCE WITH ANYONE'S ENJOYMENT OF THE SOFTWARE OR SERVICES OR AGAINST INFRINGEMENT.

23 Limitation of Liability

23.1 EXCEPT FOR THE EXCLUSIVE REMEDY OFFERED BY SYSKIT ABOVE AND ANY REMEDIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER LAW, SYSKIT, ITS AFFILIATES, SUPPLIERS, AND CERTIFICATE AUTHORITIES WILL NOT BE LIABLE TO YOU FOR ANY LOSS, DAMAGES, CLAIMS, OR COSTS WHATSOEVER INCLUDING ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, ANY LOST PROFITS OR LOST SAVINGS, ANY DAMAGES RESULTING FROM BUSINESS INTERRUPTION, PERSONAL INJURY OR FAILURE TO MEET ANY DUTY OF CARE, OR CLAIMS BY A THIRD PARTY, EVEN IF AN SYSKIT REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS. IN ANY EVENT, SYSKIT'S AGGREGATE LIABILITY AND THAT OF ITS AFFILIATES, SUPPLIERS, AND CERTIFICATE AUTHORITIES UNDER OR IN CONNECTION WITH THIS AGREEMENT, WILL BE LIMITED TO THE AMOUNT PAID FOR THE SOFTWARE, IF ANY. THIS LIMITATION WILL APPLY EVEN IN THE EVENT OF A FUNDAMENTAL OR MATERIAL BREACH OR A BREACH OF THE FUNDAMENTAL OR MATERIAL TERMS OF THIS AGREEMENT.

23.2 THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION. THIS LIMITATION OF LIABILITY MAY NOT BE VALID IN SOME JURISDICTIONS. YOU MAY HAVE RIGHTS THAT CANNOT BE WAIVED UNDER CONSUMER PROTECTION AND OTHER LAWS. SYSKIT DOES NOT SEEK TO LIMIT YOUR WARRANTY OR REMEDIES TO ANY EXTENT NOT PERMITTED BY LAW. SEE [SECTION 25 \(GOVERNING LAW AND JURISDICTION\)](#) FOR JURISDICTION-SPECIFIC STATEMENTS.

24 Other Disclaimers



NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR THE END-USER'S BREACH OF ANY LICENSE OR USE RESTRICTIONS RELATING TO THE PRODUCTS, IN NO EVENT SHALL EITHER PARTY (OR THEIR RESPECTIVE THIRD-PARTY SUPPLIERS/LICENSORS) BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR REVENUE) WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT. THE END-USER SPECIFICALLY UNDERSTANDS AND AGREES THAT SYSKIT (ON BEHALF OF ITSELF AND ITS THIRD-PARTY SUPPLIERS/LICENSORS) DISCLAIMS ALL WARRANTIES AND LIABILITY WITH RESPECT TO LOSS, LOSS OF USE OR CORRUPTION OF ANY END-USER DATA (OR OTHER DATA THE END-USER MAY PROVIDE) AND THE COSTS OF PROCUREMENT OF ANY SUBSTITUTE GOODS.

25 Governing Law and Jurisdiction

SYSKIT, LTD. IS LIMITED LIABILITY COMPANY REGISTERED IN THE REPUBLIC OF CROATIA, AND THIS AGREEMENT IS GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE GOVERNMENT OF THE REPUBLIC OF CROATIA, EXCLUDING ITS CHOICE OF LAW PRINCIPLES. YOU AGREE THAT ALL CLAIMS YOU MAY HAVE AGAINST SYSKIT, LTD. (D.O.O.) ARISING FROM OR RELATING TO ITS PRODUCTS OR SERVICES, OR THE BREACH THEREOF, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, SHALL LIKEWISE BE GOVERNED BY THE LAWS OF THE REPUBLIC OF CROATIA, EXCLUDING ITS CHOICE-OF-LAW PRINCIPLES. YOU HEREBY CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF COURTS IN ZAGREB, CROATIA. USE OF ANY PRODUCTS OR SERVICES IS UNAUTHORIZED IN ANY JURISDICTION THAT DOES NOT GIVE EFFECT TO ALL PROVISIONS OF THESE TERMS AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, THIS PARAGRAPH.

26 Exclusion of the United Nations Convention (CISG) and UCITA

THE TERMS OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE SALE OF GOODS DO NOT APPLY TO THIS AGREEMENT. THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT (UCITA) SHALL NOT APPLY TO THIS AGREEMENT REGARDLESS OF WHEN OR WHERE ADOPTED.



Support Agreement

Syskit's Support and is included to all customers at the time that your license is purchased. Below are the terms and conditions of the Support agreement, applicable to Syskit customers for the time of the active subscription license. Customers who do not have an active license are not entitled to the support.

1 Support

As noted on our website, Syskit, Ltd. offers Support and to end-users for the period of the active subscription license. Support includes: (1) any generally released updates, patches, and bug fixes for the Software ("Updates") when and if released at Syskit's sole discretion, (2) Standard Support: (3) web-based support, email, live chat and phone support.

2 Renewal Notices

Syskit sends out renewal notices to the registered email on file according to the following schedule: (a) 30 days prior to the expiration, (b) on the day of expiration, and (c) final notice occurs 30 days after expiration has occurred.

3 Failure to Renew

End-users without the active subscription license are not entitled to technical support and free updates. If the license is not renewed prior expiry of the current active or during the "grace period" of one month after the expiry date, renewal won't be possible on a later note. If you choose to purchase at a future date, is not payable retroactively and the new license should be purchased.

4 Software Updates

Syskit shall provide updates (commercially available to all customers) applicable to the Software for which the customer is currently licensed. The customer must be current in payment and have an active subscription license in order to receive updates. Updates are applied automatically when they become available. During the update process users can experience short service disruption. These updates are communicated on our product websites, through email campaigns (if you are subscribed).

5 Definitions

While Syskit's support team works diligently to resolve all issues expediently, there are times when triage is necessary. The support team will use all reasonable efforts in the diagnosis and resolution of errors, in accordance with the specifications set forth in this agreement. "Error" means the failure of the Software to conform to the technical specifications as defined in the technical documentation applicable to the Software, as delivered by Syskit, to the customer.

Error	Definition
Urgent	An error that renders the Software inoperable, critically affecting the customer's business operations, data integrity and/or users, and for



	which the customer has not been able to establish a workaround. Urgent level support is reserved for technical difficulties involving Software that is already installed and operating in production environments.
High	An error that causes the Software to be severely limited or degraded, significantly affecting the customer's business operations and user productivity, and for which the customer has not been able to establish a workaround.
Normal	An error that causes the Software to be limited or degraded, but where a customer's business operations and user productivity can substantially continue, or for which the customer has a workaround or alternative configuration.
Low	An error that has no significant adverse effect on use of the Software.

6 Error Resolution/Escalation Support Stages

Support Levels	Definition
Level 1 Support	All errors start at this stage. To determine the root cause of the issue, our support team will need specific error messages, event logs and screenshots, and the Software version you are using. The goal of Level 1 Support is to get a complete description of the symptoms, configuration information, revision level information, and detail on reproducibility of the error.
Level 2 Support	This involves resolving the error by correlating the error with other known Software issues, reproducing the error, and localizing Software defects, as applicable. The goal of Level 2 Support is to provide the support contact with a fix or workaround for the error.
Level 3 Support	Level 3 Support is specifically for issues that require a patch, bug fix or update, and require longer resolution times.

7 Standard Support

Standard Technical and Customer Support	
Hours of Coverage	Standard Support Hours
Available Support Channels	Web, Phone, Email and Chat
Number of Cases	20 per Year
Remote Assistance	NA



Standard Hours	Support	Support is provided Monday–Friday between the hours of 8AM–7PM CET (2AM – 1PM EST). Support is not available on Saturday, Sunday, or any major US holidays.
Phone		US & Canada: +1 (855) 855-5071 International: +1 (631) 406-4900 EUROPE: +44 (0)20 3322-2034
Online Support		Customers can submit online web-based support requests 24/7 at https://support.syskit.com . *We strongly encourage existing and potential customers to use the online support service to submit technical requests, as this assigns ticket numbers, and provides a means for tracking your ticket and the responses.
Knowledge Base		Our Knowledge Base is also a great place to start to troubleshoot commonly known issues. You can find it at help pages for each product site.

8 Reseller Support Contacts

Customers who purchased Software through an authorized reseller are able to contact their reseller directly when a technical issue arises. Those designated contacts are expected to relay the technical support-related issues and communications immediately to Syskit. However, we invite all customers to contact Syskit directly, as this might be faster.

9 Support Request Acknowledgment

After submitting a web-based support request, the requester will receive an initial acknowledgment that will include confirmation of receipt of the support request by Syskit and assignment of a tracking number for that support request.

10 Response, Resolution, and Escalation

Syskit shall use commercially reasonable efforts to respond to support requests. Normal response times vary from 8 hours to 48 hours, depending upon the time received. The “response time” is the maximum time elapsed between receipt of the support request by Syskit’s technical support team and when Syskit expects to provide an initial response to your support request.

SLA	Initial response time	Ongoing response time
Urgent	8 business hours (during support working hours)	1 business day or as agreed
High	1 business day (during support working hours)	2 business day or as agreed
Normal	2 business days (during support working hours)	7 business day or as agreed
Low	2 business days (during support working hours)	7 business day or as agreed



11 Customer Cooperation And Obligations

11.1. Customer must grant access to Syskit if it requires Syskit's assistance in resolving any error, including replicating the error and retrieving applicable workstation, server, and log file data relating to the error, as required. Access granted by the customer is a prerequisite for any assistance; without this access Syskit is not able to assist the customer in resolving any of the mentioned issues. Additional technical information may be required from the customer to resolve an error and any delays in providing that technical information may impact the resolution time.

11.2. To receive the most effective support, the customer agrees to promptly accept applicable Software updates provided by Syskit. Failure to accept such updates may render the Software unusable or non-conforming to the applicable documentation. Syskit's ability to provide technical support and maintenance services to the customer may be limited if the customer has not properly implemented all updates provided.

11.3. The customer agrees to give Syskit, Ltd. access to the installed Software as necessary for Syskit to determine the cause of the problem and find a resolution.

11.4. If the customer requests Syskit, Ltd. to provide technical support and maintenance services for (a) problems caused by the customer's use of the Software outside the scope of the Software license or documentation, or by any changes or modifications to the Software not authorized by Syskit, (b) problems caused by any changes to the customer's system environment, or (c) any problem for which Syskit is not obligated to provide technical support and maintenance services, those technical support and maintenance services are subject to the availability of Syskit personnel and will be billed to the customer at Syskit's standard time and materials consulting rates at the time of such service.

12 Limitations

12.1. Syskit, Ltd. shall have no obligation to correct errors or respond to support queries arising from a customer's negligence, misuse or impermissible alteration of the Software or the combination or merging of the Software with Software not identified as compatible in the applicable product documentation.

12.3. Syskit, Ltd. reserves the right to modify the terms and conditions applicable to the Support at any time with 1 (one) month prior notice; provided, however, that any such modification may not materially increase a customer's obligations nor reduce Syskit's obligations with respect to the Support for the duration of such customer's active subscription term.