

## **ISAAC® Support and Subscription Services "SnS" Terms and Conditions (For On-Premise Software Products)**

Smart Monkeys, Inc. a Florida corporation, ("SMI"), will provide Technical Support and Subscription Services ("SnS") as specified in these Terms and Conditions ("SnS Terms") to the customer identified in an Order ("Customer"), pursuant to these SnS Terms. The effective date, Software, and Services level will be as set forth on the SnS order form, or Customer's purchase order (each, an "Order"). Any terms used but not defined in these SnS Terms have the meanings set forth in the ISAAC Software End User License Agreement ("EULA").

### **1 Coverage**

During the term of this Contract, for the Covered Product:

SMI ISAAC® Software Version and license Serial Number:

[refer to attached system/ client info](#)

and related SMI add-on software;

SMI will provide the Customer with:

- Direct access to dedicated technical support.
- Free updates of the Covered Product ("Updates") and major upgrades of the Covered Product ("Versions"), as soon as they are published.

### **2 Technical Support Provided**

SMI will provide the Customer with telephone and electronic mail technical support for the Covered Product, and related Updates and Versions released by SMI.

**"Technical Support"** means the provision of telephone or web-based technical assistance by SMI to Customer's technical contact(s) with respect to installation, Errors and technical product problems, at the corresponding Services level purchased by Customer.

Requests for support may be made only by Customer personnel who: (i) possess the necessary expertise and training (as from time to time defined by SMI) to diagnose and resolve system and software malfunctions with assistance by SMI; and (ii) are designated as "Contacts" in accordance with the applicable SMI procedures.

### **3 Obtaining Technical Support Under This Contract**

The Customer may obtain telephone and electronic mail technical support by calling phone number provided or sending electronic mail to the e-mail address provided.

A Customer Contact must be able to access the platform running the Covered Product. SMI may require the Customer to electronically send file or data set currently run, processed or generated by the Covered Product for further analysis (ie: ISAAC® Backup File).

SMI may use webinar technology to forward on the Customer's screen, the support engineer's screen in order to demonstrate live operation. In this case the Customer must be connected to Internet. SMI uses standard webinar products and services from a third-party company. The Customer acknowledges that a use of this webinar service poses security risks that come with the use of any Internet-based service.

Information about SMI's hours of service and expected response times for telephone and electronic mail technical support, phone number and mail address for the Customer's area are available upon request.

### **4 Obtaining Free Updates and Versions**

The Customer must provide a valid email address to which free Updates and Versions for the Covered Products will be sent. Software Updates and Versions may both be the software itself to be downloaded from the location specified in SMI's email and/or an executable software to update the software license. Updates and Versions are valid only for the Covered Product. Modification of the licensing quantities such as maximum numbers of users and maximum numbers of modules, are not included in this subscription.

### **5 Customer's Responsibilities**

To continue to receive service under this agreement, the Customer agrees to the following responsibilities:

1. The Customer agrees to follow SMI's instructions and to follow any preventative maintenance, operating or troubleshooting procedure specified by SMI.
2. The Customer agrees to back up all data on the Covered Products prior to service. SMI will not be responsible for loss of or damage to data while performing services.
3. In providing the SnS Service, SMI may need to give service instructions related to hardware or software not supplied by SMI. Some warranties for third- party products may become void in this case. It is the Customer's responsibility to review the terms of those warranties and ensure that SMI's instructions will not affect the warranties, or, if it does, that the effect will be acceptable to the Customer.
4. The Customer agrees that any information or data disclosed to SMI is not confidential or proprietary to the Customer or any third party.

### **6 Limitations and Restrictions**

1. This Contract does not cover:
  - i. Issues that could be resolved by upgrading the Covered Product to the current Version if the Customer failed or chose not to upgrade;
  - ii. Customer's use and modification of the Covered Product including its plug- in software in a manner for which it is not intended to be used or modified;
  - iii. Third-party products or their effects on the Covered Product;
  - iv. SMI software other than the software originally configured on the Covered Product, Updates and Versions;
  - v. Software designated as "beta", "pre-release", or "preview" or similarly labelled software;
  - vi. On site assistance.
  - vii. Failures caused by abuse, misuse or casualty loss, including due to power outages and surges.
2. SMI DOES NOT WARRANT THAT THE UPDATES, VERSIONS, OR COVERED PRODUCT WILL BE FREE FROM ALL BUGS, ERRORS AND OMISSIONS. SMI DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, OF ANY KIND, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO ANY UPDATE AND/OR SERVICE FURNISHED BY SMI.
3. IN NO EVENT SHALL SMI BE LIABLE FOR ANY LOST PROFITS, LOST DATA, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE EXISTENCE, FURNISHING, FAILURE TO FURNISH, OR USE OF ANY UPDATE, VERSION, AND/OR SERVICE. IN ANY CASE, SMI TOTAL LIABILITY SHALL BE LIMITED TO THE PRICE PAID BY THE

## CUSTOMER FOR 12 MONTHS OF THE SnS SERVICE.

4. The Updates, Versions, and Covered Product are owned by SMI and/or its suppliers and is copyrighted and proprietary in nature. The Updates, Versions, and Covered Product are being licensed, not sold to the Customer. The Customer agrees to respect such proprietary rights and not to use the Updates, Versions, or Covered Product except as permitted by this Contract and the software license, and not be decompile, disassemble or reverse engineer the Updates, Versions, or Covered Product, and not to reproduce, print, sublicense, duplicate, sell, distribute, or disclose or otherwise make the Updates, Versions, or Covered Product available to any third party, in whole or in part, in whatever form without SMI's prior written consent.
5. The Customer agrees to hold the Updates and Covered Product in confidence, using at least the same precautions and degree of care it uses to protect its own confidential information, but no less than reasonable care.
6. SMI may deliver the Services with the assistance of our affiliates or suppliers.

## 7 Term of this Contract

The term of this Contract covers the period for which Customer has purchased the Services and any subsequent renewal periods, and commences:

- (a) for Software Licenses for which Services are mandatory, on the date the applicable Software License Key(s) are made available for download, and
- (b) for Software Licenses for which Services are optional, on the date of purchase of the Services.

If this Contract is renewed, SMI will invoice the Customer at SMI's then standard rate for the same or equivalent Service. Payment is due within 10 days of invoice. SMI shall have the right to terminate this Contract and the rights and licenses granted to the Customer hereunder immediately upon notice to the Customer if the Customer does not make timely payment in full.

SMI shall also have the right to terminate immediately upon notice to the Customer if the Customer breaches Paragraph 6.4 or 6.5 of this Contract. Upon any expiration or termination of this Contract, all rights of the Customer will terminate and automatically revert to SMI and the Customer will forthwith discontinue all use of the Updates, Versions, and Covered Product and return to SMI all copies of the Updates, Versions, and Covered Product and all related materials in the Customer's possession or control.

## 8 Transfer of Contract

This Contract cannot be transferred or assigned by the Customer without the prior written consent of SMI. Covered Product and all related materials in the Customer's possession or control.

## 9 Purchase Requirements and Services Fees

1. Except as otherwise provided, Customer must purchase Services for the initial Services Period for the most current, generally available version of the Software. Except as otherwise provided in the applicable price list, the minimum term for any Services offering is one (1) year. Upon renewal of Services, these SnS Terms will automatically update to the then-current Services terms and conditions.
2. Services Fees are payable on the effective date specified in the applicable Order or, in the case of a renewal Services Period, no later than the date of commencement of the renewal term. Services Fees are specified in the applicable price list and are non-refundable.

3. For Software that is licensed on a perpetual basis, if Customer purchases Services after acquiring the Licenses, or had elected not to renew Services and later wishes to re-enroll in the Services, Customer must move to the then-current Major Release of the Software and must pay: (i) the applicable Services Fees for the current Services Period; (ii) the amount of Services Fees that would have been paid for the period of time that Customer was not enrolled in the Services, and (iii) a twenty percent (20%) reinstatement fee on the sum of the Services Fees in (i) and (ii).

4. If Customer purchases a License to upgrade up from one edition of the Software to another (e.g., Additional users, or modules), any unused portion of the Services Period on the original License will be converted and used to extend the Services Period for the new License.

## 10 Other Provisions

1. SMI reserves the right to change or modify any terms and conditions of the SnS Service at any time and from time to time at its sole discretion. SMI will notify the Customer of any material change. Customer may, within 15 days of SMI's notification, notify SMI in writing that the Customer does not accept the change and desires to terminate this Contract. In that event, this Contract will terminate upon SMI's receipt of the Customer's notification, and the Customer will receive a pro-rata refund for the unexpired term of this Contract.
2. This Contract contains the entire agreement between SMI and the Customer with respect to the SnS Service. Any terms and conditions of any purchase or other form or document issued by the Customer, irrespective of their materiality, which are either different from or additional to the terms and conditions expressed herein are objected to and excluded and shall not be binding on SMI unless expressly agreed to in writing by SMI, and performance shall not constitute agreement to any such different or additional terms or conditions. No agreement or other understanding purporting to add to or to modify the terms and conditions of this Contract shall be binding upon SMI unless agreed to by SMI in writing.
3. This is not a warranty. The Covered Product may come with a limited warranty from SMI. Please review the terms of the warranty to identify the rights and remedies contained therein. SMI will not be liable for interruptions, delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof caused or occasioned by, or due to fire, flood, water, earthquake, the elements, acts of God, war and threat of imminent war, terrorism or elevated risk of terrorism, labor disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, governmental actions, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties, or any other cause beyond SMI's reasonable control, whether or not similar to those listed herein. If such an event continues for a period exceeding 30 days, unless local law provides otherwise, SMI shall have the right to terminate this Agreement with immediate effect and the Customer will receive a pro-rata refund for the Plans unexpired term.
4. This Contract shall be governed by and construed in accordance with the laws of the State of Florida without regard to any conflict of law rules. Any controversy arising out of or relating to this Contract shall be settled by arbitration in Dade County, Florida under the Commercial Arbitration Rules of the American Arbitration Association.

## APPENDIX

### Software Support & Subscription Services (SnS) — Scope of Coverage and Exclusions

This Appendix forms an integral part of the ISAAC® Software Support and Subscription Services ("SnS") Terms and Conditions (the "Agreement") between Smart Monkeys, Inc. ("SMI") and the Customer. In the event of any conflict between this Appendix and the Agreement, the terms of the Agreement shall prevail.

This Appendix is intended to clarify the scope of services provided under SnS and does not expand, modify, or supersede any obligations set forth in the Agreement.

## 1. Purpose

The purpose of this Appendix is to define, in a precise and transparent manner, the scope of support services included in SnS, as well as the exclusions and limitations applicable to such services, particularly with respect to software, virtualization, storage, integrations, performance, and failover.

SnS is a technical support and subscription service and does not constitute professional services, managed services, or infrastructure management.

## 2. Covered Services

### 2.1 ISAAC Software and Platform Support

Subject to the terms of the Agreement, SnS includes:

- a. Access to all generally available ISAAC software updates, maintenance releases, security patches, and major version upgrades released by SMI during the active SnS term;
- b. Technical support, troubleshooting, and bug identification relating to:
  - The ISAAC operating system;
  - ISAAC Workspace software;
  - ISAAC core services, modules, and application programming interfaces (APIs);
- c. Guidance regarding supported versions and upgrade paths for ISAAC software.

### 2.2 Technical Support and Diagnostics

SnS includes:

- a. Remote technical assistance for issues related to Covered Products;
- b. Review and analysis of diagnostic data generated by ISAAC, including logs, configuration files, and backup files, for the purpose of identifying the origin of reported issues;
- c. Assistance in determining whether an issue originates from ISAAC software, ISAAC configuration, ISAAC-provided components, or external systems.

Identification of an external cause shall not obligate SMI to remediate such external cause.

### 2.3 Subsystem Integrations (ISAAC Side Only)

SnS includes:

- a. Assistance with configuration of subsystem modules within ISAAC;

- b. Validation of credentials, certificates, endpoints, and parameters as consumed by ISAAC;

- c. Troubleshooting of inbound or outbound communications from the perspective of ISAAC.

SnS does not include programming, configuration, or troubleshooting within third-party subsystems.

### 2.4 Virtualization Layer (Hypervisor)

Where ISAAC is delivered as part of a hosting platform, SnS includes:

- a. Support for the virtualization layer only as selected, validated, licensed, and delivered by SMI as part of the ISAAC system;
- b. Troubleshooting of virtualization behavior solely to the extent that such behavior directly affects the operation, availability, or performance of ISAAC or ISAAC-provided virtual machines;
- c. Guidance on virtualization upgrades only when such upgrades are expressly released and supported by SMI.

SMI has no obligation to adopt, certify, or deliver newer versions, features, or upgrade paths released by the virtualization software publisher unless and until such versions are incorporated into an SMI-supported release.

### 2.5 Virtual Machines

Where ISAAC is delivered as part of a hosting platform, SnS includes:

- a. Support for all virtual machines:
  - Delivered with the ISAAC system; or
  - Subsequently provided by SMI;
- b. Assistance with configuration, operation, and troubleshooting of such virtual machines when they impact ISAAC functionality.

SnS excludes support for virtual machines created, added, or modified by the Customer.

### 2.6 Certificates and Security Artifacts

SnS includes:

- a. Assistance deploying and configuring certificates within ISAAC;
- b. Validation of certificate usage by ISAAC services;

c. Troubleshooting certificate-related issues as they manifest within ISAAC.

SnS does not include issuance, procurement, renewal, or lifecycle management of certificates.

## 2.7 External Storage

Where ISAAC supports the use of external storage systems, SnS includes:

- a. Assistance configuring ISAAC to connect to external storage;
- b. Validation that ISAAC can reach, authenticate, and mount external storage;
- c. Troubleshooting storage connectivity issues as observed from ISAAC;
- d. Provision of written documentation describing supported storage types, compatibility requirements, and recommended configurations.

SMI's responsibility is limited to ISAAC-side interaction with external storage and does not extend to the configuration or operation of the storage system itself.

## 2.8 Failover Mechanisms

Where ISAAC is delivered as part of a clustered hosting platform, SnS includes:

- a. Support for failover mechanisms explicitly designed, implemented, and delivered by SMI as part of the ISAAC platform;
- b. Troubleshooting ISAAC behavior during failover events;
- c. Validation that failover occurs as designed within supported configurations.

## 2.9 Performance Guidance

SnS includes:

- a. Assistance identifying performance-related symptoms as observed by ISAAC;
- b. Analysis of ISAAC telemetry and diagnostics to identify potential constraints;
- c. High-level guidance and best-practice recommendations related to resource allocation for ISAAC-provided components.

SnS does not include performance guarantees.

## 3. Excluded Services

Unless expressly agreed otherwise in writing, SnS excludes:

### 3.1 Third-Party Systems

- Programming, configuration, or troubleshooting within third-party subsystems;
- Modification or debugging of third-party APIs, logic, or workflows.

### 3.2 Network and Infrastructure

- Design, configuration, or troubleshooting of network infrastructure;
- Firewalls, routing, VLANs, VPNs, DNS, DHCP, NTP;
- Bandwidth, latency, QoS, multicast, or network security policies.

### 3.3 Virtualization Beyond Delivered Scope

- Support for virtualization software versions not delivered by SMI;
- Features released by the virtualization publisher but not supported by SMI;
- Customer-modified virtualization configurations;
- Licensing, roadmap, or lifecycle decisions of the virtualization publisher.

### 3.4 Customer-Added Virtual Machines

- Creation, configuration, tuning, or troubleshooting of Customer-added VMs;
- Performance or stability issues caused by Customer workloads.

### 3.5 External Storage Systems

- Configuration, provisioning, or management of storage systems;
- Storage performance tuning;
- Guarantees of throughput, latency, availability, or redundancy;
- Vendor-specific storage troubleshooting.

### 3.6 Failover and Performance Guarantees

- Failover behavior dependent on Customer-provided infrastructure;
- Guarantees of performance metrics, response times, or service levels.

### 3.7 Professional Services

- System design or redesign;
- Custom development or integrations;
- On-site services;
- Project management or commissioning.

## 4. Governing Principle

For the avoidance of doubt:

SnS **covers** ISAAC software, ISAAC-delivered components, and their interaction with supported environments.

SnS **does not cover** the design, operation, tuning, or guarantees of Customer-provided or third-party infrastructure.