



# **NoMachine Subscription Agreement**

This Subscription Agreement (the "Agreement") is between NoMachine and any purchaser or user ("Customer") of NoMachine products and services that accepts the terms of this Agreement.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE PURCHASING OR USING NOMACHINE PRODUCTS AND SERVICES. BY USING OR PURCHASING NOMACHINE PRODUCTS OR SERVICES, CUSTOMER SIGNIFIES ITS ASSENT TO THIS AGREEMENT. IF YOU ARE ACTING ON BEHALF OF AN ENTITY, THEN YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. IF CUSTOMER DOES NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN IT MUST NOT USE OR PURCHASE NOMACHINE PRODUCTS AND SERVICES.

The Effective Date of this Agreement is the date that Customer signs or accepts this Agreement or the date that Client uses NoMachine's products or services.

## Terms and Conditions

### 1. Definitions

**"Services"** as used in this Agreement means delivery of Software, updates and upgrades of the Software; management and provisioning for systems running NX Server and other NX-branded software components; the applicable level of production support services for the purchased subscription.

**"Software"** means NX Server, NX Node and other NoMachine NX-branded software programs and all modifications, additions or further developments thereto delivered by NoMachine which are not Beta or Alpha status.

**"Server Subscriptions" and "Node Subscriptions"** refer to the what Customer purchases from NoMachine in order to access the Services.

**"Installed Systems"** means the number of Systems on which Customer installs the NX Server and NX Node components . The number of Installed Systems is the number of Server Subscriptions or Node Subscriptions, where applicable, that Customer has purchased.

**"System"** means the combination of CPU and other hardware on which the Software is installed, which may be, without limitation, a server, a workstation, a virtual machine, a blade, a partition, an engine, as applicable.

**"Contract Year"** means the one-year period commencing on the date of initial purchase of any Services and ending one (1) year thereafter, and any subsequent one-year periods during which Customer renews Services.

**"Platform"** means the operating system family, e.g., Linux or Solaris, for which Services are required. Should a Platform be discontinued during the term of this Agreement, NoMachine will have the option to continue supporting Customer on that platform for one year or issue Customer with a pro-rata refund.

**"Operating System"** means the specific product for the Platform for which Services are required, for example RedHat Linux, SUSE Linux or Solaris etc, as made

available by the manufacturer in its original factory settings including subsequent updates certified by the manufacturer. Any changes to the Operating System not certified by the manufacturer which break compatibility with the Software constitute a different Operating System and may disqualify Customer from receiving Services.

**“Operating System Version”** means the exact version release of the Operating System that the Customer wishes to use, such as RHEL 5.0, Solaris 10 etc.

**“Supported Hardware, Platform and Operating System”** means hardware, platform or operating system and its version that functions with the Software and components contemplated for use with the Software. Information regarding the NoMachine supportability status of hardware systems, platforms and Operating Systems as revised from time to time, can be found at <http://www.nomachine.com>

**“Supported Applications”** means the range of software applications that NoMachine can offer Services for. NoMachine NX currently supports the following applications:

1. Mozilla Firefox
2. Mozilla Thunderbird
3. Sun OpenOffice/StarOffice
4. Novell Evolution
5. The KDE desktop and Konqueror browser and file manager
6. The GNOME desktop and Nautilus file manager
7. The CDE desktop and most Motif applications
8. Most GNOME/GTK applications
9. Most KDE/QT applications

Information regarding the NoMachine supportability status of supported applications, as revised from time to time, can be found at :  
<http://www.nomachine.com/supported-applications.php>.

## 2. Term and Termination

**2.1 Term.** The term of this Agreement shall be for the duration of all Services provided under this Agreement. The initial term for Services shall commence on the Effective Date of this Agreement and shall continue for a period of one (1) year. Thereafter, the term for Services will expire automatically unless the Customer gives written notice to NoMachine of its intention to renew prior to the termination of the subscription period. Any subscriptions renewed after the date of expiry, and within the following twelve-month period, will be considered valid starting from the expiry date itself.

**2.2 Termination for Breach.** NoMachine may terminate this Agreement (a) in the event Customer fails to pay an invoice when due, (b) in the event Customer commits a material breach of this Agreement and fails to remedy that breach within thirty (30) days of receipt of written notice of material breach, or (c) as otherwise provided in this Agreement. Customer may terminate this Agreement in the event NoMachine commits a material breach of this Agreement and fails to remedy that breach within thirty (30) days of receipt

of written notice of material breach. Without prejudice to any other right or remedy of NoMachine, in the event either party terminates this Agreement, Customer will pay NoMachine for all Services provided up to the effective date of termination.

**2.3 Effect of Termination.** If this Agreement is terminated for any reason, Sections 2.3, 3, 5, 6.2, 7, 8, 9, 10 and 11 of this Agreement will survive such termination.

### 3. License and Ownership

**3.1 Software.** Customer will have the license rights to the Software set forth in Appendices 1 and 2, as applicable.

**3.2 Marks.** No right or license, express or implied, is granted hereunder for the use of any of NoMachine or Customer trade names, service marks or trademarks, including, without limitation, the distribution of the Software utilizing any NoMachine trademarks.

### 4. Assistance

Customer will provide NoMachine access to the Installed Systems, when entitled, and other client information, systems, and software ("**Customer Information**") as reasonably requested by NoMachine to enable NoMachine to provide the Services. Customer understands and agrees that the completeness and accuracy of and extent of access to the Customer Information provided to NoMachine may affect NoMachine's ability to provide Services. Customer will obtain any third party consents necessary to grant NoMachine access to the Customer Information that is subject to proprietary rights of, or controlled by, any third party. Customer may, for legitimate security concerns, deny NoMachine certain access to Customer Information and the Installed Systems, provided, however, that NoMachine shall be relieved from performing Services which reasonably require such access.

### 5. Payment

**5.1 Fees and Expenses.** Fees for the Services (the "Fees") are stated in United States Dollars or Euros, must be paid in United States Dollars or Euros, and are exclusive of out-of-pocket expenses. Customer will reimburse NoMachine for reasonable expenses incurred in connection with the performance of Services involving travel. For Services, Customer agrees to pay NoMachine for each Installed System. The parties agree that the terms of this Agreement will govern future purchases by Customer of additional units of any or all of the Services listed herein. Unless otherwise agreed by the parties in writing, during the term of this Agreement, such additional units can be purchased and renewed at the rates made available on the NoMachine website [www.nomachine.com](http://www.nomachine.com), exclusive of expenses, if any.

**5.2 Pricing and Invoicing.** Customer agrees to provide NoMachine with accurate and complete billing information (including legal name, address, telephone number, and billing or credit information). Customer will report to NoMachine all changes to this information within thirty (30) days of the change. NoMachine reserves the right to suspend or cancel performance of all or part of the Services and/or change its

credit terms if actual payment has not been received within sixty (60) days of the invoice date. All fees are stated and must be paid in United State Dollars or Euros. If NoMachine has approved Customer to be invoiced, then NoMachine will invoice Customer for the total fees at the time of execution of this Agreement, and payment shall be due within thirty (30) days of the invoice date and any additional fees shall be due within thirty (30) days of the invoice date. NoMachine may not change the terms of this Agreement during a Contract Year for which Customer has paid the applicable Fees, provided, however, that this Agreement is subject to change by NoMachine, in NoMachine's sole discretion, upon any renewal of the Services by Customer. At each such time of renewal, NoMachine's then-current terms and conditions for the Services shall apply. **5.3 Taxes.** All Fees quoted by NoMachine are exclusive of any foreign, federal, state, or local sales, excise, use, or similar taxes. If Customer is required under any applicable law or regulation, domestic or foreign, to withhold or deduct any portion of the payments due to NoMachine, then the sum payable to NoMachine will be increased by the amount necessary so that NoMachine receives an amount equal to the sum it would have received had Customer made no withholdings or deductions.

## 6.0 Reporting and Audit

**6.1 Reporting.** Customer will promptly notify NoMachine if the number of Installed Systems exceeds the number of Installed Systems for which Customer has paid the applicable fee. In its notice, Customer will include both the number of additional Installed Systems and the date(s) on which such Installed Systems were put into use. NoMachine will invoice Customer for the applicable Services for such Installed Systems on a pro-rata basis and Customer will pay for such Services in accordance with this Agreement.

**6.2 Audit.** During the term of this Agreement and for one (1) year thereafter, Customer expressly grants to NoMachine the right to audit Customer's facilities and records from time to time in order to verify customer's compliance with the terms and conditions of this Agreement. Any such audit shall only take place during Customer's normal business hours and upon no less than ten (10) days prior written notice from NoMachine. NoMachine shall conduct no more than one such audit in any twelve-month period except for the express purpose of assuring compliance by Customer where non-compliance has been established in a prior audit. NoMachine shall give Customer written notice of any non-compliance, and if a payment deficiency exists, then Customer shall have fifteen (15) days from the date of such notice to make payment to NoMachine for any payment deficiency. The amount of the payment deficiency will be determined by multiplying the number of underreported Subscriptions by the annual fee for such item. If Customer is found to have underreported the number of NX Servers and NX Nodes by more than five percent (5%), Customer shall, in addition to the annual fee for such item, pay liquidated damages equal to twenty percent (20%) of the underreported fees for loss of income and administration costs suffered by NoMachine as a result.

## 7. Limitation of liability and Disclaimer of Damages

**7.1 Limitation of Liability.** FOR ALL EVENTS AND CIRCUMSTANCES, NoMachine AND ITS AFFILIATES' AGGREGATE AND CUMULATIVE LIABILITY

ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ON ACCOUNT OF PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION, NEGLIGENCE), STATUTE OR OTHERWISE, WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THE AMOUNT THAT CUSTOMER PAID TO NoMachine UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE LIABILITY.

**7.2 Disclaimer of Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT WILL NoMachine OR ITS AFFILIATES BE LIABLE TO CUSTOMER OR ITS AFFILIATES FOR: ANY CLAIM BASED UPON A THIRD PARTY CLAIM; ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE; OR FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS, LOSS OF DATA, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF NoMachine OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 8. Confidentiality

Customer and NoMachine agree to maintain the confidentiality of the proprietary information received by the other party including non-public technical and business information for a period of two (2) years after the termination of this Agreement. NoMachine's pricing and product roadmap are NoMachine's confidential information. This section shall not apply to any publicly available or independently developed information.

## 9. Representations and Warranties

**9.1 General Representations and Warranties.** NoMachine represents and warrants that: (a) it will use reasonable skill and care in providing the Services; (b) the Services will be performed in a professional and workmanlike manner by qualified personnel; (c) it has the authority to enter into this Agreement with Customer; and (d) to NoMachine's knowledge, the Software does not intentionally include malicious or hidden mechanisms or code for the purpose of damaging or corrupting the Software.

**9.2 Disclaimer of Warranty.** EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 9.1, THE SERVICES AND THE SOFTWARE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES IN THIS SECTION 9 ARE THE SOLE AND EXCLUSIVE WARRANTIES (EXPRESS OR IMPLIED) WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY NoMachine, ITS

AFFILIATES, DEALERS, DISTRIBUTORS, AGENTS OR EMPLOYEES WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY PROVIDED HEREIN. NoMachine DOES NOT GUARANTEE OR WARRANT THAT THE USE OF THE SERVICES OR SOFTWARE WILL PROVIDE UNINTERRUPTED USE OR BE ERROR FREE.

## 10. Governing Law/Consent to Jurisdiction

The validity, interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of Italy without giving effect to the conflicts of laws provisions thereof or the United Nations Convention on Contracts for the International Sale of Goods. The Courts of Rome will have exclusive jurisdiction on any claim or controversy whatsoever related to or arising out of this Agreement.

## 11. Miscellaneous

**11.1 Notices.** Notices must be in English, in writing, and will be deemed given when delivered by hand or five (5) days after being sent to the respective addresses indicated on the first page hereof or to the facsimile numbers set forth below, using a method that provides for positive confirmation of delivery; NoMachine Division-Via Mencatelli, 10 Rome - 00128 - Italy (or by facsimile to +39 06 50799476) and to Customer at the address or facsimile number indicated at the time of purchase: **11.2 Assignment.** This Agreement is binding on the parties to this Agreement, and nothing in this Agreement confers upon any other person or entity any right, benefit or remedy of any nature whatsoever, save for the parties' affiliates as expressed in Section 7. This Agreement, and all Services provided by NoMachine pursuant to this Agreement, may not be transferred, assigned or distributed without the prior written consent of NoMachine. Any attempted transfer, assignment or distribution without NoMachine's prior written consent shall terminate this Agreement, and NoMachine shall have no further obligation hereunder. **11.3 Subcontracting.** NoMachine may subcontract Services under this Agreement to third parties or affiliates without the prior approval of Customer; provided, however, that (a) subcontractors must agree to keep any proprietary information received from NoMachine or Customer confidential, and (b) NoMachine remains responsible to Customer for the performance of its obligations hereunder. Customer acknowledges and agrees that to provide the Services, it may be necessary for Customer Information to be transferred between NoMachine, its affiliates, and/or subcontractors which may be located worldwide. **11.4 Independent Contractor.** NoMachine is an independent contractor and nothing in this Agreement will be construed to create an employee relationship between Customer (or any Customer personnel) and NoMachine (or any NoMachine personnel). NoMachine will be solely responsible for payment of applicable taxes, deductions or other payments and benefits for its personnel. **11.5 Force Majeure.** Neither party will be liable for non-performance or delays caused by acts of God, wars, riots, strikes, fires, floods, earthquakes, government restrictions, terrorist acts or other causes beyond its reasonable control. **11.6 Export Responsibilities.** NoMachine may supply Customer with technical data that is subject to export control restrictions. NoMachine will not be responsible for compliance by Customer with applicable export restrictions or obligations for such technical data. Each party agrees to comply with any applicable export control laws or regulations. **11.7 Severability.** If any provision of this Agreement is held invalid or unenforceable for any reason but

would be valid and enforceable if appropriately modified, then such provision will apply with the modification necessary to make it valid and enforceable. If such provision cannot be so modified, the parties agree that such invalidity will not affect the validity of the remaining provisions of the Agreement; provided, however, that if Sections 5, 7 and 9 cannot be modified to be valid and enforceable, this Agreement will be deemed invalid in its entirety. **11.8 Non-solicitation.** Customer agrees not to solicit or hire any personnel of NoMachine with whom Customer has had contact in connection with this Agreement during the term of and for twelve (12) months after termination or expiration of Agreement; provided that Customer may hire an individual employed by NoMachine who, without other solicitation, responds to advertisements or solicitations aimed at the general public. **11.9 Waiver.** Failure or delay on the part of any party to exercise any right, remedy, power or privilege hereunder will not operate as a waiver or forfeiture of such rights. No waiver will be valid unless in writing and signed by an authorized representative of the party against whom such waiver is sought to be enforced. **11.10 Dispute Resolution.** If Customer is not satisfied with the Services provided by NoMachine Customer agrees to give NoMachine a written description of the problem(s) and to make a good faith effort to amicably resolve the problem with NoMachine before commencing any proceeding. NoMachine also agrees to make a good faith effort to amicably resolve any problem with Customer before commencing any proceeding. No claim or action, regardless of form, arising out of this Agreement may be brought by either party more than one (1) year after the cause of action has accrued. **11.11 Complete Agreement.** This Agreement constitutes the exclusive terms and conditions with respect to the subject matter hereof, notwithstanding any different or additional terms that may be contained in the form of purchase order or other document used by Customer to place orders or otherwise effect transactions hereunder. This Agreement represents the final, complete and exclusive statement of the agreement between the parties with respect to subject matter hereof and all prior written agreements and all prior and contemporaneous oral agreements with respect to the subject matter hereof are merged therein. Any claim relating to the provision of the Services by NoMachine, its affiliates and their personnel will be made against NoMachine alone. **11.12 Amendment.** This Agreement may not be amended, supplemented or modified except by a written instrument signed by the parties hereto, which instrument makes specific reference to this Agreement.

## **APPENDIX 1**

### **SUBSCRIPTIONS & ASSOCIATED SERVICES**

#### **Subscription Services**

This Appendix describes Subscription Services available from NoMachine. NoMachine will provide only those Subscription Services purchased by Customer. The Subscription Services may be used only by and for the benefit of Customer (including through its authorized Affiliates, contractors and agents) and only for the Installed Systems for which Customer has purchased Subscription Services. Any unauthorized use of the Subscription Services is a material breach of the Agreement. Customer must purchase Subscription Services for each Installed System.

#### **1. NoMachine Subscriptions and Services (“Subscription Services”)**

### **1.1 NX Server Subscriptions (not Premium nor Top options).**

A subscription for an Installed System entitles Customer to receive access, for a period of one year, to: a) unlimited support enquiries with response times and availability as described in section 3.2; (b) the applicable Software via the NoMachine website or a dedicated download area, (c) updates, upgrades, corrections and bug fixes to the applicable Software, when and if available, from the NoMachine website or dedicated download area and d) free minor and major upgrades. Customers are invited to consult the following table to understand the Scope of Coverage associated with their subscription option: <http://www.nomachine.com/features.php>

### **1.2 NX Server Premium Subscriptions**

A subscription for an Installed System entitles Customer to receive access, for a period of one year, to: a) unlimited support enquiries with response times and availability as described in section 3.2; (b) the applicable Software via the NoMachine website or a dedicated download area, (c) updates, upgrades, corrections and bug fixes to the applicable Software, when and if available, from the NoMachine website or dedicated download area; d) free minor and major upgrades; e) immediate email notification of critical security fixes to NX core components, and f) on-site support via remote access. Customers are invited to consult the following table to understand the Scope of Coverage and which products are associated with their subscription option: <http://www.nomachine.com/features.php>

### **1.3 NX Enterprise Server and NX Advanced Server Top Coverage Subscriptions**

A subscription for the Installed Systems entitles Customer to receive access, for a period of one year, to: a) unlimited support enquiries with response times and availability as described in section 3.2; (b) the applicable Software via the NoMachine website or a dedicated download area; (c) updates, upgrades, corrections and bug fixes to the applicable Software, when and if available, from the NoMachine website or dedicated download area; d) free minor and major upgrades; e) immediate notification of critical security fixes to NX core components via phone and email; f) remote diagnostic analysis and resolution, and g) on-site support where not resolvable via remote access. Customers are invited to consult the following table to understand the Scope of Coverage associated with their subscription option: <http://www.nomachine.com/features.php>.

For up-to-date details of fees and charges see the NoMachine website.

## **2. Support Services**

### **2.1 Support Portal.**

Customer may initiate request for Services through the web-based Support Center located at NoMachine's web site, <http://www.nomachine.com/support.php>. The Contact(s) are entitled to log in to the portal and use the Support Enquiries application to submit a request for any covered Services. Each submitted request is given a unique identification number. Services logged through the support portal are managed using the English

language.

## **2.2 Phone Contact (Premium and Top only)**

In order to access and utilize Services via phone, Customer will be required to provide NoMachine with its customer ID number at the time of initiating the request for Services.

## **2.3 Customer Computer Systems**

Customer acknowledges that NoMachine's ability to perform certain Services may be conditioned upon access to certain Customer information. NoMachine will provide, and Customer will use Services only for a) Supported Hardware, Platforms and Operating Systems, and b) for those Installed Systems for which Customer has subscribed and paid under this Agreement.

## **2.4 Security Fixes (Premium and Top Options)**

Customer acknowledges that NoMachine's ability to notify customer of critical security fixes may be conditioned by Customer contact information. It is Customer's responsibility to ensure that NoMachine is provided with an updated email and phone contact. The number of contacts to be provided is set out in the section 3.3.

# **3. Service Level Information for the Subscription Services**

## **3.1 Scope of Coverage**

The complete Scope of Coverage for the Subscription Services is set forth at <http://www.nomachine.com/subscription-options.php> and <http://www.nomachine.com/features.php>. Each subscription type offers a set range of features. Customers can only receive services which cover the use of the Software according to the subscription adhered to.

## **3.2 Initial and Ongoing Response Times Guidelines**

A response to a request for Services shall consist of receipt of and acknowledgment by NoMachine of Customer's request for Services. NoMachine will use commercially reasonable efforts to provide a response within the response guideline period set forth below during standard business hours and days as set forth below, exclusive of NoMachine holidays. Customer acknowledges that a response may not include resolution for all requests for Services. NoMachine will use commercially reasonable efforts to provide answers and resolve Customer's requests for Services. However, Customer acknowledges and understands that no software is perfect or error free and that, despite NoMachine's commercially reasonable efforts, NoMachine may be unable to provide answers to or resolve some or all requests for Services. NoMachine makes no promises, guarantees, or assurances of any kind that it will be able to resolve all Customer Services requests.

<b>BUSINESS HOURS AND DAYS</b>
Italy: 9:00 to 18:00 CET Monday-Friday

<b>Subscription Type</b>	<b>Initial and Ongoing Response Times</b>
NX Small Business Server	5 business days (web-based)
NX Enterprise Desktop NX Enterprise Server NX Advanced Server NX Advanced Server Node	2 business days (web-based)  2 business days (web-based)
NX Small Business Server Premium NX Enterprise Desktop Premium NX Enterprise Server Premium NX Advanced Server Premium NX Advanced Server Node Premium	1 business day (web-based/phone)  4 hours Severity "Critical"* (web-based/phone) (*24 x 7 for Severity "Critical")
NX Enterprise Server /NX Advanced Server Top Subscription	1 business day (phone/web-based) 1 hour Severity "Critical" (phone/web-based)

### 3.3 Designated Customer Contact.

NoMachine will provide Services to Customer only by communication with the Customer's designated technical contact or contacts (the "Contact"). Customer is entitled to the number of Contacts set forth in the Customer Contacts table below. Customer must notify NoMachine of any change in Customer Contacts in writing. Customer shall use commercially reasonable efforts to maintain consistent Contacts during the term of this Agreement. Customer may not use a single Contact to act as a mere forwarding service for other personnel. The Contact may not use Services on the basis of this Agreement to benefit any person or entity other than the Customer. Each Contact must have read and/or write access to all necessary files. Each Contact must have English language communication skills and the relevant technical knowledge necessary to assist NoMachine in performing the Services contemplated under this Agreement.

<b>Number of Installed Servers Per Site</b>	<b>Number of Contacts</b>
1 to 25	2

Number of Installed Servers Per Site	Number of Contacts
26-50	3
51-100	4
101-250	6
251-500	8
501-1000	12

**3.4 Severity Level Definitions:**

Severity Level	
Severity One (Critical)	A severity one (1) issue is a catastrophic production problem which may severely impact the customer's production systems, or in which customer's production systems are down or not functioning; loss of production data and no procedural work around exists.
Severity Two (Serious)	A severity two (2) issue is a problem where the customer's system is functioning but in a severely reduced capacity. The situation is causing significant impact to portions of the customer's business operations and productivity. The system is exposed to potential loss or interruption of service.
Severity Three (Minor)	A severity three (3) issue is a medium-to-low impact problem which involves partial non-critical functionality loss. One which impairs some operations but allows the customer to continue to function. This may be a minor issue with limited loss or no loss of functionality or impact to the customer's operation and issues in which there is an easy circumvention or avoidance by the end user. This includes documentation errors.
Severity Four (Cosmetic)	A severity four (4) issue is for a general usage question or recommendation for a future product enhancement or modification. There is no impact on the quality, performance or functionality of the product.

**4. Subscription Service Conditions.**

**4.1** NoMachine may, at its discretion, decline to provide support services for Software that has been modified or changed by Customer in any way, except as directed by NoMachine.

**4.2** NoMachine will provide Services for Supported Hardware, Platforms and Operating System and Supported Applications only, according to Section A, paragraph 1.

**4.3** NoMachine will only provide Services for those Installed Systems which Customer has paid and subscribed to under this Agreement.

**4.4** NoMachine will only provide Services for the Platform and Operating System for which Customer has subscribed under this Agreement. In the case of a change of Operating System or System the customer must notify NoMachine of any decision to change from the original installation set up at the time of subscription by contacting [sales@nomachine.com](mailto:sales@nomachine.com). The following conditions apply:

CHANGE TYPE	CONDITION
Platform	New subscription of Services and new license
Operating System	40% penalty of retail price of cost for Services. Switch permitted once a year. The Operating System must be officially supported by NoMachine.
System	No penalty providing no change in CPU number. Permitted once a year.
Operating System Version	Such as upgrading from Suse 9.0 to 9.1. No penalty.

**4.5** Customer acknowledges that if Customer makes modifications to the Supported Operating System, Platform or System, which constitute a change or break in their compatibility with the Software, NoMachine reserves the right to deny Customer any Service.

## APPENDIX 2

### END USER LICENSE AGREEMENT

1. Customer can observe NoMachine's End User License Agreement on NoMachine' website at the following link: <http://www.nomachine.com/licensing>

