NoMachine
Support Services Agreement

Support Services Agreement

This Support Services 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 Customer 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; NX Server and other NoMachine- or NX-branded software components provided by NoMachine; and the applicable level of production support services for the purchased Subscription.

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

    "Subscription" and **"Server Subscription"** refer to what Customer purchases from NoMachine in order to access the Services as set forth in the applicable quote or ordering document.

    "Node Subscription" refers to the Terminal Server Node product that Customer purchases in order to access the Services.

    "Installed Systems" means the number of Systems on which Customer installs the NoMachine server and node components. The number of Installed Systems is the number of Server Subscriptions or Node Subscriptions obtained from NoMachine that Customer has purchased.

    "System" means the combination of CPU cores 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.

"Operating System" means the operating system family for which Services are required, for example Linux, Windows, macOS, 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. Should an Operating System 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 Version" means the exact version release of the Operating System that the Customer wishes to use, such as RHEL 7.0, Fedora 36, Windows 10, macOS 13 etc.

"Supported Hardware, Operating System and Operating System Versions" means hardware, 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, Operating Systems and Operating System Versions as revised from time to time, can be found at http://www.nomachine.com

"Supported Applications" means the range of software applications NoMachine technology works with. Among them:

1. Mozilla Firefox
2. Mozilla Thunderbird
3. OpenOffice/LibreOffice
4. Evolution
5. The KDE desktop and Konqueror browser and file manager
6. The GNOME desktop and Nautilus file manager
7. Most GNOME/GTK applications
8. Most KDE/QT applications
9. Windows-shipped applications
10. Mac OS X-shipped applications

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

"Supported Configurations" means Supported Applications together with Supported Hardware, Operating System and Operating System Versions

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 unless agreed otherwise with NoMachine and stated in the Purchase Order. Thereafter, the term for Services will expire automatically unless Customer gives notice to NoMachine of its intention to renew prior to the termination of the subscription period. Any renewal of Services will start from the previous expiry in order to continue to receive the Services and is payable at the applicable annual rate available on the NoMachine website or as quoted by NoMachine.

2.2 Termination for Breach. Notwithstanding anything to the contrary contained in the EULA, NoMachine may terminate this Agreement (a) in the event Customer fails to pay an invoice when due and doesn't pay such invoice within thirty (30) days of receiving notice of the failure to pay, (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, 7, 8, 9, 10 and 11 of this Agreement will survive such termination.

3. License and Ownership

3.1 Software. Customer will have rights to the Software set forth in Appendix 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 may provide provide NoMachine access to the Installed Systems, if 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, provided such reasonable expenses were pre-approved in writing by Customer. 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, exclusive of expenses, if any, or as agreed between the parties.

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 be provided to Customer prior to the renewal. **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 year thereafter, subject to Customer's reasonable security policies and procedures, Customer expressly grants to NoMachine the right to audit Customer's use of the Installed Systems, including any records reasonably relevant to such use, for the sole purpose of verifying 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 interfere as little as possible with Customer's business activities, and upon no less than thirty(30) 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. Any information disclosed by Customer pursuant to this section shall be Customer's Confidential Information. NoMachine shall give Customer written notice of any non-compliance, and if a payment deficiency exists, then Customer shall have thirty (30) 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 under-reported Server/Node Subscriptions by the annual fee for such item. If Customer is found to have under-reported the number of NoMachine Server and NoMachine 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 under-reported 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 EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER PARTY 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

8.1 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 ("Confidential 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.

8.2 Data protection. NoMachine strictly complies with applicable data protection law. NoMachine collects, processes and uses data of Customer for the implementation and processing of the contractual relation with Customer. NoMachine may disclose customer Data to trusted third parties who are integral to the operation of our Website and Services for a variety of purposes in connection with providing Services to Customer. Data of Customer is not shared with third party advertisers. Non-personal or anonymous data may be collected automatically to improve functionality and the Customers' experience with the Software and the Services. Details about collection, processing, and use of personal data by NoMachine are described in NoMachine's Privacy Policy available on our website (https://www.nomachine.com/AR05P00977).

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

These Terms of Use and any dispute or claim arising out of, or related to, them, their subject matter or their formation (in each case, including non-contractual disputes or claims) shall be governed by and construed in accordance with the internal laws of Luxembourg without giving effect to any choice or conflict of law provision or rule.

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 addresses indicated below using a method that provides for positive confirmation of delivery: NoMachine S.à r.l. - 21, Rue Philippe II - Luxembourg - L-2340 – Grand Duchy of Luxembourg, and to Customer at the address or e-mail address 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, provided, however, that Customer may assign, transfer or sublicense the aforementioned rights, (i) to any entity controlling, controlled by, or under common control with Customer or (ii) pursuant to a merger, consolidation, or sale of substantially all of Customer's business or assets. 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 obligations or requirements for this technical data. Customer agrees to comply with all applicable export control restrictions. If Customer breaches this Section 11.6 or the export provisions of an applicable end user license agreement for the Software, or any provision referencing these sections, NoMachine may terminate this Agreement and/or the applicable Purchase Order and its obligations thereunder without liability to Customer. **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 direct contact in connection with providing the Services to Customer 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 two (2) years 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 SUPPORT SERVICES ("Services")

This Appendix describes Services available from NoMachine pertinent to Server and Node Subscriptions. NoMachine will provide only those Services purchased by Customer. The Services may be used only by and for the benefit of Customer and its affiliates (including through its authorized contractors and agents) and only for the Installed Systems for which Customer has purchased Services. Any unauthorized use of the Services is a material breach of the Agreement.

Customer must purchase Server or Node Subscriptions for each Installed System.

1. NoMachine Server and Node Subscriptions

1.1 Server Subscriptions (not Premium nor Top options).

A Subscription for an Installed System entitles Customer to receive access for the term, to: a) unlimited support enquiries with response times and availability as describedin 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; e) immediate email notification of critical security fixes to core components.

1.2 Server Premium Subscriptions

A Subscription for an Installed System entitles Customer to receive access for the term, 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 core components, and f) on-site support via remote access.

1.3 Server Top Coverage Subscriptions (available with specific products from the NoMachine range only)

A Subscription for the Installed Systems entitles Customer to receive access for the term, 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 NoMachine core components via phone and email; f) remote diagnostic analysis and resolution, and g) on-site support where not resolvable via remote access.

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 using the English language, https://www.nomachine.com/support#login. 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.

2.2 Support Coverage

Support is provided in the English language. NoMachine does not provide support for (a)

any underlying infrastructure or for any third party products; (b) Software that (i) you (or a third party) have modified or recompiled, (ii) is running on hardware, Operating Systems or applications that are not Supported Configurations. You are responsible for testing the Software before deploying it in your environment, backing up your systems on a regular basis and having those backups available if needed for support purposes. Except as otherwise expressly stated, Support does not include data migration (of Software or Installed Systems) or data recovery support.

2.3 Phone Contact (Premium and Top only)

When requesting assistance during Business Hours shown in 3.2, Customer will open a ticket via the Support Portal to request a call back. A support engineer will be alerted and you will be contacted according to the Response Time parameters.

When requesting assistance outside Business Hours shown in 3.2 for Severity 'Critical', Customer will open a ticket via the Support Portal to request a call back. A support engineer will be alerted and you will be contacted according to the Response Time parameters.

2.4 Customer Computer Systems

Customer will be responsible for performing operations on Customer's computer system and NoMachine shall have no responsibility to perform operations on Customer's computer system. Customer acknowledges that NoMachine's ability to perform certain Support Services may be conditioned upon access to certain Customer information and access to Customer's computer system as reasonably requested by NoMachine. Such information may include, but is not limited to, the type of hardware Customer is using, a description of the problem for which Customer seeks Support Services, and additional software Customer is using that falls outside the Support Services scope of coverage. Customer understands and agrees that the completeness and accuracy of the information Customer provides to NoMachine may affect NoMachine's ability to provide Support Services. The Support Services purchased by Customer are intended for use only for the benefit of the Customer and its affiliates and only for the Installed Systems with Subscriptions. Customer may not use one Subscription for Services for more than one Installed System. Any unauthorized use of the Services will be deemed to be a material breach of this Agreement.

2.5 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 Support Services

3.1 Scope of Coverage

Customers can only receive Services which cover the use of the Software according to the Subscription purchased. Furthermore, customers must purchase and/or renew Services at the same Services level for all of the licenses for a particular Software product(s) that has been or is being installed in a given environment. For example, if Premium is selected for

Enterprise Terminal Server, all other Servers and Node Subscriptions deployed in the same environment must also be Premium level.

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 respond promptly to each Support Request within the published response times. NoMachine does not guarantee resolution time as that may vary on the nature of the problem. A resolution may consist of a fix, workaround or other solution NoMachine deems reasonable.

With Premium/Top Subscription Severity 1 (Critical) issues (24x7) NoMachine will use best efforts to provide a workaround or resolution until the incident can be downgraded to a lower severity, and response time adjusted accordingly.

The severity of a support case may be changed downwards by the NoMachine Support Team during the case resolution process as a result of the following developments:

- If a temporary or workaround solution is provided to mitigate the material impact of the problem;

- If Customer's authorized technical contact does not engage cooperatively in resolution efforts.

- If the customer overestimated the severity of the issue and consequently associated an incorrect level to the problem.

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.

BUSINESS HOURS AND DAYS
Europe: 9:00 to 18:00 CET Monday-Friday

Subscription Type	Initial and Ongoing Response Times
NoMachine Workstation (single) NoMachine Enterprise Desktop	5 business days (web-based)
NoMachine Small Business Terminal Server NoMachine Small Business Cloud Server	3 business days (web-based)
NoMachine Enterprise Desktop (pack)	

Subscription Type	Initial and Ongoing Response Times
NoMachine Workstation (pack)	2 business days (web-based)
NoMachine Terminal Server	
NoMachine Enterprise Terminal Server	
NoMachine Enterprise Terminal Server Node	
NoMachine Enterprise Terminal Server Cluster	2 business days (web-based)
NoMachine Cloud Server	
NoMachine Enterprise Cloud Server	
NoMachine Enterprise Cloud Server Cluster	
NoMachine Enterprise Desktop Premium (pack only)	
NoMachine Workstation Premium (pack only)	
NoMachine Small Business Terminal Server Premium	
NoMachine Terminal Server Premium	
NoMachine Enterprise Terminal Server Premium	1 business day (web-based/phone)
NoMachine Enterprise Terminal Server Node Premium	
NoMachine Enterprise Terminal Server Cluster Premium	4 hours Severity "Critical" (24x7, web-based/phone) *
NoMachine Small Business Cloud Server Premium	
NoMachine Cloud Server Premium	
NoMachine Enterprise Cloud Server Premium	
NoMachine Enterprise Cloud Server Cluster Premium	

* Critical tickets will be accepted and dealt with 24/7 according to the associated Response Time.

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.

Number of Installed Servers Per Site	Number of Contacts
1 to 25	2
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. Services 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, Operating System, Operating System Versions and Supported Applications on Installed Systems.

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 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. The following conditions apply:

CHANGE TYPE	CONDITION
Platform/Operating System	If changing from Linux to Windows for example, a new subscription and license is required.
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 charge provided no change in CPU cores number. Permitted once a year.
Operating System Version	Changing from, for example, from Windows 10 to Windows 11, or from macOS 12 to macOS 13 or from RedHat 6 to RedHat 7, no charge.

4.5 Customer acknowledges that if Customer makes modifications to the Supported Operating System, Platform or System, which constitute a change or break in the 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