

# iSpring Software Maintenance and Support Services Terms and Conditions

Review Date: September 11, 2023

THESE ISPRING SOFTWARE MAINTENANCE AND SUPPORT SERVICES TERMS AND CONDITIONS (HEREINAFTER "MAINTENANCE AND SUPPORT TERMS") GOVERN THE PROVISION OF MAINTENANCE AND SUPPORT SERVICES (WHICH WILL BE REFERRED TO HEREIN AS THE "**SERVICE**" OR "**SERVICES**") PROVIDED BY ISPRING TO CUSTOMERS.

ATTENTION: BY CONTACTING ISPRING FOR MAINTENANCE AND SUPPORT SERVICES THROUGH TELEPHONE, E-MAIL OR LIVE CHAT, YOU HEREBY ACCEPT AND AGREE TO THESE TERMS. IF YOU ARE ACCEPTING THESE MAINTENANCE AND SUPPORT TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU ASSERT THAT YOU HAVE THE AUTHORITY TO BIND STATED ENTITY AND ITS AFFILIATES TO THESE MAINTENANCE AND SUPPORT TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO STATED ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE MAINTENANCE AND SUPPORT TERMS AND CONDITIONS, YOU MUST NOT ACCEPT MAINTENANCE AND SUPPORT THESE TERMS SAND MAY NOT RECEIVE THESE SERVICES.

You may not receive the Services if You are a direct competitor of iSpring, except with prior written consent on behalf of iSpring. In addition, You may not receive the Services for purposes of evaluating or monitoring their quality or performance, or for any other benchmarking or competitive purposes.

These Maintenance and Support Terms shall be effective as of the date of Your acceptance of these Maintenance and Support Terms.

## 1. DEFINITIONS.

"**Additional Services**" shall mean the maintenance and support services that You may elect to receive from iSpring pursuant to the provisions of Section 4 hereof.

**“Affiliate”** shall mean, with respect to You, any person or entity which, directly or indirectly, controls, is controlled by, or is under common control with, You; “control” (including, with its correlative meanings, “controlled by” and “under common control with”) means possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise).

**“Case”** shall mean Your support request for the Services that relates to the Products, or to the Error caused by the Products.

**“Commercial Use”** means any Use of the Products for legal business, commercial or government purpose in accordance with the documentation.

**“Case Identification Number”** shall mean the identification and tracking number generated by iSpring and provided to You, to allow registration and tracking of Your Case.

**“Error(s)”** shall mean one (1) or more reproducible deviations in the standard, unmodified Product from the applicable specifications shown in the documentation.

**“Error Report(s)”** shall mean the document to be created by iSpring Product each time an Error occurs in the Product.

**“iSpring”** shall mean the iSpring entity, providing the Services to You, i.e. iSpring Group FZCO, a company registered under the laws of the United Arab Emirates, or other company, as the case may be.

**“iSpring Software Services”** shall mean at all times the current versions of iSpring web services, learning management system (LMS), including LMS integrations, software programs contained on or available through iSpring Software Services, and other services related thereto, which You have been validly licensed to use including Maintenance Releases and websites updates (the “Updates”). Your use of iSpring Software Services is subject to the terms of a relevant iSpring Web Services Subscription Agreement.

**“Maintenance Release”** shall mean a small software update that improves the functionality of the Product and does not contain any new significant features or enhancements. Maintenance Releases are represented by the number that goes after the second decimal point in the version number. For example, 10.1.1, 10.1.2, and 10.1.3 are maintenance releases of version 10.

**“Major Upgrade”** shall mean new subsequent releases of iSpring Product which significantly enhances the Product with qualitative changes in functionality and usability and which bears a new first numeral such as 9.0 or 10.0.

**“Minor Upgrade”** shall mean a successor version of the Product which improves functionality or adds new features to the Product and bears a new second numeral such as 10.5 or 10.6.

**“Object Code”** shall mean the binary machine-readable version of the Product.

**“Product(s)”** shall mean iSpring Software Services and Software.

**“Services”** shall mean the maintenance and support services to be provided under these Maintenance and Support Terms.

**“Software”** shall mean a current version of iSpring software product, available on iSpring websites, which You have been validly licensed to use including, Maintenance Releases, and Minor and Major Upgrades. Your use of the Software is subject to the terms of a relevant iSpring End User License Agreement.

**“Support Hours”** means 24-hour, 7-day-a-week support hours.

**“Support Request”** means a request for Services submitted to iSpring by You in accordance with these Maintenance and Support Terms. Support Requests shall be submitted via email ([support@ispring.com](mailto:support@ispring.com)) or telephone (1 800 640 0868).

**“You”** or **“Your”** shall mean the individual person who purchased, installed and is using the Product on his or her own behalf under the relevant iSpring agreement; or, if the Product is being purchased, downloaded or installed on behalf of an organization, such as an employer, “You” or “Your” shall mean the company or other legal entity for which the Product is downloaded or installed.

**“Your Data”** shall mean electronic data and information which makes possible duplication of the Error in the iSpring testing environment, submitted by or for You to the Services or collected and processed by or for You using the Services.

## **2. ISPRING REPRESENTATIONS, WARRANTIES AND COVENANTS.**

**2.1.** iSpring represents, warrants and covenants that: the Services will be performed by iSpring in a professional manner in accordance with applicable industry standards;

**2.2.** iSpring will comply with all applicable laws in providing the Services;

**2.3.** The performance of Services for You under these Maintenance and Support Terms does not and will not violate any agreements or obligations iSpring may have to any other person or entity.

## **3. SERVICES**

**3.1.** iSpring shall provide You with the Services for the Products during the Support Hours throughout the subscription term or the trial period if the Products were provided to You on a trial or evaluation basis.

"Services" shall include the identification, diagnosis and correction of Errors by providing the following services by help desk technicians sufficiently qualified and experienced to identify and resolve Your Support Requests reporting the Errors: (a) email assistance, providing responses to You within 5 (five) hours by email, within 1 (one) minute through live chat and telephone assistance responding incoming calls without calls-back; (b) access to technical information provided either on iSpring' s websites or delivered to You in writing by email; error correction services, including without limitation

identifying defective code and to provide corrections, workarounds and/or an object code patches to correct Errors, or a specific action plan as to how iSpring will address the problem and an estimate of how long it will take to rectify the defect.

By rendering the Services, iSpring shall correct Errors in accordance with these Maintenance and Support Terms, and, particularly in accordance with the procedures and processes described in Exhibit A attached to these Maintenance and Support Terms.

**3.2. Handling of Support Requests.** All Support Requests shall be investigated and if the request relates to the Product, or to an Error caused by the Product, (a) a Case shall be opened, (b) a Case Identification Number shall be generated and provided to You by an iSpring support representative(s), and (c) the Case shall be resolved in accordance with standard iSpring procedures and processes. For Error Reports received by iSpring during iSpring's business hours, iSpring will use reasonable commercial efforts to communicate with You about the Error via e-mail or online facilities available on the iSpring web site.

**3.3. Support Requests outside standard Support Hours.** All emails and voicemails will receive a response via email within the next 5 (five) business days.

**3.4. Limitation on the Services.** Notwithstanding any other provisions in these Maintenance and Support Terms, iSpring shall provide the Services only with respect to one (1) most recent Major Upgrade of the Product.

**3.4.1.** iSpring shall have no obligation to provide the Services for the Product except as set forth in these Maintenance and Support Terms. iSpring shall not have any responsibility to develop subsequent components for the Product or additional processes for You, except as explicitly set forth herein.

**3.4.2.** Contacting iSpring for receiving Services, You agree to provide Your Data and all necessary information to iSpring which makes it possible to duplicate the Error in the iSpring testing environment. In the case that You fail to provide necessary information to iSpring, iSpring has no obligations to provide the Services.

**3.4.3.** iSpring shall have no obligation to perform the Services in connection with the Errors resulting from hardware or software not supplied by iSpring.

**3.4.4.** Unless otherwise authorized in writing by iSpring, iSpring will not be required to correct any Error caused by (a) incorporation or attachment of a feature, program, or device to the Product or any part thereof; (b) any nonconformance caused by accident, transportation, neglect, misuse, alteration, modification, or enhancement of the Product; (c) the failure to provide an installation environment recommended for the Product; (d) use of the Product for other than the specific purpose for which the Product is intended; (e) use of the Product on any systems other than the specified hardware platform for such Product; (f) if applicable, use of defective media or

defective duplication of the Product; or (g) failure to incorporate any Product revision or patch previously released by iSpring which corrects such Error.

**3.5.** Maintenance and Support Services do not include: (a) development of custom computer programs, (b) repairs or service relating to any third-party software or hardware.

**3.6. Intellectual Property Rights.** Title to all Error Corrections, Maintenance Releases and Minor and Major Upgrades shall remain solely and exclusively with iSpring. It is hereby acknowledged and agreed that the former shall be deemed to constitute the Product for purposes of the application of the software license agreement.

**3.7. Scheduled Maintenance of iSpring Software Services.** You acknowledge that certain scheduled maintenance activities regarding iSpring Software Services may be necessary or appropriate from time to time, including bug fixes, software updates, feature updates, and the addition of new applications and new modules. In most instances, iSpring infrastructure is designed to support updates by iSpring engineering and support teams without the need to interrupt iSpring Software Services. Where such scheduled maintenance activities are not reasonably anticipated to materially impact Your use of iSpring Software Service, iSpring will have no obligation to provide notice to You regarding such maintenance activities, although iSpring generally does so, in the ordinary course, at least (24) twenty-four hours in advance of the same. If iSpring reasonably determines that scheduled maintenance activities will require an unavailability or outage of iSpring Software Services in excess of ten (10) consecutive minutes, iSpring will give You advance notice of the same. iSpring will use commercially reasonable efforts to perform routine scheduled maintenance during nonbusiness hours.

**3.8.** iSpring undertakes, in its sole discretion, to adopt commercially reasonable measures in order to ensure that iSpring Software Services are available over the Internet around the clock, seven (7) days a week. iSpring shall be entitled to take measures that affect the aforementioned accessibility where iSpring deems such to be necessary for technical, maintenance, operational, or security reasons. You are aware and acknowledge that the Your access to the Internet cannot be guaranteed and that iSpring shall never be liable for deficiencies in Your own Internet connections or equipment.

#### **4. ADDITIONAL TECHNICAL SUPPORT SERVICES**

You may or may not have access to iSpring additional technical support services on a when-and-if available basis. iSpring additional technical support services (the "Additional Services") may include maintenance and support services listed below. iSpring reserves the right to add or reduce the number of the Additional Services, to change the content of the Additional Services for the Products as well as charge fees for the provision of the Additional Services at its sole discretion at any time with or without notice.

**Case Analysis.** iSpring shall provide Case Analysis to resolve difficult issues with the Product that require a thorough research of a specialist. Your Case shall be investigated by professional iSpring support engineers. For especially complex issues, iSpring developers and quality assurance engineers will be involved in working out a resolution.

You can submit Your Case requesting a Case Analysis in the following way:

- Log in to Your iSpring account;
- Create a Case Identification Number;
- Provide a detailed description of the issue;
- Attach files required for researching the issue.

After submitting Your Case, You will be contacted by an iSpring support representative concerning the details of the issue within one business day.

An iSpring support representative shall determine if an issue was connected with an iSpring Product bug. If the issue was not caused by an iSpring Product bug, but by operating system or user error, it is up to iSpring support representative(s) to reject the Support Request for Case Analysis.

An iSpring support representative shall initiate the Case research process within one business day. As soon as a reliable, quality solution is worked out, an iSpring support representative shall provide You with a problem description, possible resolution or workaround, and recommendations or a bug fix.

**Dedicated Support Analyst.** iSpring shall provide to You in writing, the name(s) of a dedicated telephone and email support analyst(s) within five (5) days after submitting a request for a Dedicated Support Analyst by You. Such dedicated telephone and email support analyst(s) shall be available within the Support Hours.

**New Feature Request Prioritization.** iSpring help desk technician(s) shall pass Your feature requests to product development engineers. Any feature request shall be responded to by iSpring help desk technician(s) within seven (7) business days. It is up to iSpring to evaluate the feasibility of Your feature request and iSpring shall have no obligations to include Your feature request in any future iSpring software development plan.

**Priority Email and Phone Response.** All Your Support Requests will receive a response via email or phone within 1 (one) business day.

### **VIP Support Services.**

iSpring VIP Support Services shall include the following services:

1. Services indicated in Section 3.1. of these Maintenance and Support Terms;
2. 1-hour online introductory meeting with a dedicated support manager. Such dedicated support manager shall be available by email within standard business hours.
3. Online meetings with the dedicated support manager for 10 hours in aggregate during the first three months as of the purchase of the VIP Services.

**Customer Success Manager (CSM).** iSpring shall provide the services of implementing online training in the iSpring LMS platform.

Customer Success Manager (CSM) may include guidance and support for the following services: assisting with iSpring LMS platform installation and activation, providing guidance on setting up the user portal, offering support for training content preparation, helping with the process of adding users to the platform, facilitating the pilot launch, assisting in the evaluation of the platform experience, identifying areas for improvement, and tracking results collaboratively with client.

iSpring reserves the right to add or reduce the number of the services and to change the services content included in the Customer Success Manager (CSM) at its sole discretion at any time with or without notice.

**Remote Assistance.** The Services shall be provided in part by directing You to use certain diagnostic tools available in the Product. If this proves insufficient to resolve the support request, if You grant explicit permission, and if You establish and maintain the appropriate network configuration, iSpring personnel shall access the Product remotely and provide remote systems connection via a program chosen by You from the list suggested by iSpring personnel.

iSpring Remote Assistance implies close examination of Your system within the framework of the real-time screen sharing. During the Remote Assistance session, an iSpring support representative, based on his knowledge and experience, will work out the best way to eliminate the issue.

After You submitted a request for a Remote Assistance:

- An iSpring support representative shall contact You within one (1) business day;
- The 1-hour Remote Assistance session shall be scheduled for the time most convenient for You;
- iSpring shall provide You instructions about the Remote Assistance process and the required software;
- An iSpring support representative shall remotely access and diagnose the origin of the issue on Your computer to eliminate the problem;
- iSpring shall provide You free follow-up Remote Assistance if the issue isn't eliminated during the 1-hour session;
- The detailed Remote Assistance session report shall be provided.

An iSpring support representative shall determine if an issue was connected with an iSpring Product bug. If the issue was not caused by an iSpring Product bug, but by operating system or user error, it is up to iSpring support representative(s) to reject the Support Request for a Remote Assistance.

During the secure Remote Assistance session, an iSpring support representative can temporarily control Your mouse and keyboard. You shall maintain control over Your machine and can either disconnect the session or take control from the technician at any time. iSpring shall guarantee that your privacy and security will never be compromised during the session.

**Support.** iSpring shall provide You expert level support via phone, email and live chat within the Support Hours to assist You with the operations and support of the Product, including training, support, and consultation to optimize the Software system and Your practices.

## **5. OUT OF SCOPE PROBLEMS**

Any time incurred by iSpring in diagnosing or fixing problems that are not caused by the Product, or are not covered by these Maintenance and Support Terms are billable to You at iSpring' s then-existing rates with a one-hour minimum per call.

## **6. TERM AND TERMINATION.**

**6.1.** These Maintenance and Support Terms shall be effective as of the date You purchased the Product under the relevant license agreement or obtained the Product on a trial or evaluation basis, and continues until the termination or expiration of a relevant subscription term or the expiration date of a trial period (the "Term").

**6.2. Surviving Provisions.** The Sections 1, 2, 9, 10, 11, 12 and 13 will survive any termination or expiration of these Maintenance and Support Terms.

## **7. FEES AND PAYMENT FOR THE ADDITIONAL SERVICES**

**7.1.** During the Term iSpring reserves the right to charge You additional fees at its then-standard rates for the Additional Services requested by You performed in connection with reported Errors which are later determined to have been due to hardware or software not supplied by iSpring.

**7.2. Fees and Payment.** You shall pay the applicable fees for the Additional Services to iSpring by authorized credit card or, if agreed to by iSpring, by another method of payment. iSpring reserves the right to change the fees or applicable charges and to institute new charges at any time with or without notice.

**7.3. Taxes.** All disbursements, prices and fees payable to iSpring hereunder shall be paid free and clear of any deduction or withholding on account of taxes. You shall be responsible for all federal, state, municipal, or other government, excise, sales, use, occupational, or like taxes now in force or enacted in the future imposed by any governmental entity upon the sale, use or receipt of the Product, with the sole exception of iSpring income taxes. You shall cover all fees and processing expenses for chargebacks, frauds, and refunds. Notwithstanding anything to the contrary herein, You shall be solely responsible for any value added taxes collections, payments and related registrations arising in any way out of or relating to these Terms. If and when iSpring has the legal obligation to collect such taxes, iSpring will invoice You the amount of such taxes, and You will pay such amount unless You provide iSpring with a valid tax exemption certificate authorized by the appropriate taxing authority. You will provide iSpring with official receipts issued by the appropriate taxing authority or such other evidence as is reasonably



requested by iSpring to establish that such taxes have been paid. The parties shall reasonably cooperate to more accurately determine each party's tax liability and to minimize such liability to the extent legally permissible.

**8. YOUR DESIGNATED PERSONNEL.** During the Term, iSpring support help desk technician(s) shall contact You and/or a person authorized and identified by You. Such person identified shall have the authority to authorize an investigation of the problems occurred in the Products and have knowledge of the rules of engagement for maintenance and support. You shall provide iSpring support representative(s) with the name and e-mail of Your authorized contact person, provided that said contact person's name and e-mail be revised by You at any time as long as iSpring is informed in writing. For concurrent or multi-seat software licenses purchased, the number of contact persons who are eligible to receive the Services, shall not exceed one (1) authorized contact person per license. For more information please contact iSpring at <https://www.ispringsolutions.com/contact-sales.html>

## **9. INDEMNIFICATION**

You hereby agree to indemnify and hold harmless iSpring, its Affiliates, officers, directors, agents, and employees, from any expense, loss, claim, damage, fine, penalty or liability, including reasonable fees for attorneys and other professionals, payable under any judgment, verdict, court order or settlement, to the extent resulting from any claim, demand, action, suit, arbitration, or other proceeding initiated by any third-party, including the assessment, claim or demand by a governmental agency or entity, arising out of Your breach of these Maintenance and Support Terms and any third-party claims arising from Your Data.

## **10. CONFIDENTIALITY.**

**10.1. Definition of Confidential Information.** "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information includes Your Data; iSpring Confidential Information includes the Services; and Confidential Information of each party includes, but not limited to, the terms and conditions of these Maintenance and Support Terms and pricing, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by designated party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

**10.2. Protection of Confidential Information.** The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Maintenance and Support Terms, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with these Maintenance and Support Terms and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party will disclose the terms of these Maintenance and Support Terms to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its affiliate, legal counsel or accountants will remain responsible for such affiliate's, legal counsel's or accountant's compliance with this Section 10.2.

**10.3. PERSONAL DATA; PRIVACY.** In order for You to be able to use the Services, You must provide certain personal data to iSpring, including but not limited to full name, e-mail address, telephone number, the name of the Your organization and the title of Your organization's representative. For additional information on how iSpring uses Your information, please see the iSpring Privacy Policy <https://www.ispringsolutions.com/company/policy/privacy>.

## **11. LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTY**

**11.1.** In no event shall iSpring be liable for any special, indirect, incidental, punitive, or consequential damages, including loss of profits arising from or related to the breach of these Maintenance and Support Terms, even if iSpring had been advised of the possibility of such damages.

**11.2.** NOTWITHSTANDING ANY OTHER PROVISION OF THESE MAINTENANCE AND SUPPORT TERMS, IN THE EVENT ANY REMEDY FAILS ITS ESSENTIAL PURPOSE, ISPRING'S LIABILITIES UNDER THESE MAINTENANCE AND SUPPORT TERMS, WHETHER UNDER CONTRACT LAW, TORT LAW, OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE LICENSE FEE PAID BY YOU TO ISPRING.

**11.3.** THE SERVICES ARE PROVIDED "AS IS" AND EXCEPT AS SET FORTH IN SECTION 2, ISPRING MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE PRODUCTS OR THE SERVICES OR THEIR CONDITION, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR USE BY CUSTOMER. ISPRING FURNISHES THE WARRANTIES IN SECTION 2 IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**11.4.** No action, regardless of form, arising under these Maintenance and Support Terms, may be brought more than one year after the cause of action has arisen, except that an action for nonpayment may be brought within two (2) years after the date of the most recent payment.

**12. INDEPENDENT CONTRACTOR.** All work performed by iSpring in connection with the Products described in these Terms shall be performed by iSpring as an independent contractor and not as Your agent or employee. All persons furnished by iSpring shall be for all purposes solely iSpring's employees or agents and shall not be deemed to be Your employees for any purpose whatsoever. iSpring shall furnish, employ, and have exclusive control of all persons to be engaged in performing maintenance services under these Maintenance and Support Terms and shall prescribe and control the means and methods of performing such maintenance services by providing adequate and proper supervision. iSpring shall be solely responsible for compliance with all rules, laws, and regulations relating to employment of labor, hours of labor, working conditions, payment of wages, and payment of taxes, such as employment, social security, and other payroll taxes including applicable contributions from such persons when required by law.

### **13. GENERAL PROVISIONS.**

**13.1. Force Majeure.** Except for the obligation to make payments, nonperformance of either party shall be excused to the extent the performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers.

**13.2. Assignment.** These Maintenance and Support Terms may not be assigned, in whole or in part, by either party without the prior written consent of the other party, provided, however, that iSpring shall have the right to assign these Maintenance and Support Terms to its Affiliates without Your prior consent by giving notification to You. Subject to the foregoing, these Terms shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

**13.3. Notices.** Except as otherwise specified in these Maintenance and Support Terms, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after being sent by confirmed facsimile, or (iv) the first business day after being sent by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices to You shall be addressed to the relevant billing contact designated by You. All other notices to You shall be addressed to the relevant Services system administrator designated by You.

**13.4. Feedback.** You may from time to time provide suggestions, comments or other feedback to iSpring with respect to any product, material, software or information provided by iSpring (hereinafter "**Feedback**"). You agree that all Feedback is and shall be entirely voluntary and shall not, absent separate agreement, create any confidentiality obligation for iSpring. However, iSpring

shall not disclose the source of any Feedback without the providing party's consent. iSpring shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to you. The foregoing shall not, however, affect either party's obligations hereunder with respect to the information protected pursuant to the privacy policy.

**13.5. Amendments.** These Maintenance and Support Terms may be amended by iSpring at any time by providing the new terms and conditions for You to accept when You next log in to iSpring websites.

iSpring reserves the right to make changes or updates with respect to or in the Services and/or the Additional Services at any time without notice.

You also understand and agree that the Services may include certain communications from iSpring including service announcements, administrative messages, and product updates and that these communications are considered part of your registration, and you will not be able to opt out of receiving them.

**13.6. Export Regulations.** The parties acknowledge that the Services and all related technical information, documents, and materials may be subject to restrictions and controls imposed by applicable laws and regulations with regards to economic sanctions; export controls, import regulations and trade embargoes (collectively "Export Control Laws"), including those of the European Union and United States (specifically, the Export Administration Act of 1979 and the Export Administration Regulations ("EAR")) and, to the extent applicable, the parties shall (a) comply with all requirements set forth in such regulations, and (b) cooperate fully with each other in any official or unofficial audit or inspection that relates to such export requirements.

By accepting and agreeing to these Terms You are representing and warranting that You are not person or an entity targeted by Export Control Laws nor You are otherwise owned or controlled by or acting on behalf of any person targeted by Export Control Laws.

**13.7. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the United Arab Emirates without regard to its principles of conflict of laws. You agree to the exclusive jurisdiction of the courts of Dubai for any claim or cause of action arising out of, or relating to or in connection with this Agreement or the Products, provided that such exclusivity does not apply to legal actions initiated or brought by iSpring. Notwithstanding the foregoing, if the iSpring entity, providing the Services is any other company indicated on the [Company Page](#), as the case may be, any dispute arising hereunder shall be exclusively construed in accordance with the laws of the country of registration of this iSpring entity without regard to principles of conflict of laws.

To the extent permitted by law, the provisions of these Maintenance and Support Terms shall supersede any provisions of the Uniform Commercial Code as adopted or made applicable to the Products in any competent

jurisdiction. These Maintenance and Support Terms shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly disclaimed and excluded.

**13.8. Severability.** If these Maintenance and Support Terms or any provision thereof is, or the transactions contemplated hereby are, found by a court of competent jurisdiction to be invalid, void, unenforceable for any reason or inconsistent or contrary to any valid applicable laws or official orders, rules and regulations, in whole or in part, the inconsistent or contrary provision of these Maintenance and Support Terms shall be null and void and such laws, orders, rules and regulations shall control and, as so modified, these Terms shall continue in full force and effect and the remaining provisions of these Terms shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law; provided, however, that nothing herein contained shall be construed as a waiver of any right to question or contest any such law, order, rule or regulation in any forum having jurisdiction.

**13.9. No Waiver.** No provision of these Maintenance and Support Terms will be considered waived unless such waiver is in writing and signed by the party that benefits from the enforcement of such provision. No waiver of any provision in these Maintenance and Support Terms, however, will be deemed a waiver of a subsequent breach of such a provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of these Maintenance and Support Terms will not in any way affect, limit, or waive a Party's rights under these Maintenance and Support Terms at any time to enforce strict compliance thereafter with every term and condition of these Maintenance and Support Terms.

**13.10. No Third-Party Beneficiaries.** These Maintenance and Support Terms is solely for the benefit of the parties and, except as otherwise provided herein, no other person will have any right, interest, or claim under these Terms.

**13.11. Entire Agreement.** With the exception of prior Non-Disclosure Agreements, if any, these Maintenance and Support Terms, together with the exhibits, attachments and appendices hereto, constitutes the entire agreement and understanding between the parties or any of their Affiliates with respect to its subject matters and supersedes all prior agreements, understandings and representations, written or oral, to the extent they relate in any way to the subject matter of these Maintenance and Support Terms.

## **EXHIBIT A**

### **Processes for the Error Resolution**

#### **Error Levels and Resolution**

All Errors reported by You to iSpring shall be assigned a Priority Level. iSpring shall classify or reclassify, as applicable, all Errors as Critical, High, Medium or Low pursuant to the definitions set forth in this Exhibit A.

Priority	Description	Suggested resolution
Critical/P1	The problem is critical, there is no workaround is found on the client side.	The problem is solved, or the workaround is provided to bring the priority down to P2 level. The time estimate for the full resolution is provided.
High/P2	The problem causes a degradation of service main functionalities; the problem is critical, but has a workaround available, the functionality is not essential for the service	The problem is well analysed and either solved, or provided with the time estimate for the full resolution. The client is provided with the up-to-date information by vendor.
Medium/P3	The problem causes minor loss or degradation of services, the problem is important, but has a workaround; the functionality is not important, but causes an inconvenience	The problem is well analysed and either solved, or provided with the time estimate for the full resolution. The client is provided with the up-to-date information by vendor.
Low/P4	The new feature request	The request is well analyzed and then the time and cost estimate for the implementation is provided. Otherwise, if there is a decision to include the functionality into the main branch, the time estimate is provided as well.

To adhere to the above Priority Levels, You shall report the Error to iSpring support team adding iSpring personal manager in a copy. You shall provide the detailed description of the Error with screenshots/samples. In case the Error is Medium/Low, You shall describe the consequences to the business.

### Time for Resolution of Errors

Based on Error's Priority Level, iSpring shall correct such Error within the time set forth below:

Priority	Priority Description	Initial Response	Communication Schedule	Planned Resolution
P1	Critical	1 business day	Individually	As soon as possible – within 72 hours
P2	High	1 business day	Once in a day	Within 120 hours
P3	Medium	1 business day	Once in a day	Within 120 hours
P4	Low	1 business day	Individually	Individually