



Support Terms

Last Updated: October 01, 2024

1. Stash Global Inc. will provide Technical Support services in accordance with the following terms and conditions (“**Support Terms**”). All capitalized terms not defined herein are defined in the applicable licensing or terms of service agreement.

Definitions.

- a. Authorized Partner** means any of Stash Global Inc.’s authorized distributors, resellers or other business partners.
- b. Client Software** means Software that facilitates Customer’s access and use of any on-cloud or on-premises services, and that does not perform functionality without active support as required by the specific offering. Client Software is provided as part of a subscription or license agreement, as specified, and may or may not necessarily be identified in a Purchase Order.
- c. Services** means the services that Stash Global Inc. provides to Customer as specified in one or more Purchase Orders. Access to the Services requires an active subscription or licensing agreement as required by the specific offering.
- d. Customer** means the entity which has purchased Products and to which Stash Global Inc. provides Support.
- e. Purchase Order** means any written (electronic or otherwise) confirmation notice that Stash Global Inc. issues to Customer confirming Products and Support purchased by Customer, including without limitation Customer’s Support Level entitlement, the Support Period and download details.
- f. Support Number** means a unique number communicated by Stash Global Inc. in a Purchase Order confirming a customer’s Support entitlement and is required when accessing Support.
- g. Hardware** means Stash Global Inc. branded hardware equipment purchased from Stash Global Inc. or its Authorized Partners, but excludes any Software or other intangible products.
- h. Product(s)** means Stash Global Inc.’s Software and/or Hardware product specified in a Purchase Order or Cloud Services and Cloud Client Software purchased from Stash Global Inc. or an Authorized Partner.
- i. Support, Technical Support or Technical Support and Maintenance** means the support services for Stash Global Inc. Products purchased by Customer either from Stash Global Inc. or from Stash Global Inc.’s Authorized Partner which are dependent on the Support Level purchased.
- j. Software** means each Stash Global Inc. software program in object code format and components licensed by Stash Global Inc. or its Authorized Partners to Customer.
- k. Support Period** means the effective time period for which the Customer has purchased Support that is confirmed in a Purchase Order or in the case of Cloud Services means the effective time period for which the customer has purchased the Cloud Services and has an active entitlement and valid account.
- l. Support Region** means any one of the following five (5) regions: (i) North America, (ii) Europe, Middle East and Africa (“EMEA”); (iii) Asia Pacific (“APAC”); (iv) Japan, and (v) Latin America (“LTAM”).
- m. Support Level(s)** means the Stash Global Inc. Support offering purchased by Customer
- n. Upgrade** means any and all improvements in the Cloud Services or Software which are made generally available to Stash Global Inc.’s customer base as a part of purchased Support and which are not separately priced or marketed by Stash Global Inc.
- o. Updates** means updates to the content of the Cloud Services or Software, and include without limitation all DATs, signature files, the code anti-malware software uses to detect and expunge the negative effects of viruses, any unwanted programs, signature sets, policy updates, database updates for the Cloud Services or Software which are made generally available to Stash Global Inc.’s customer base as a part of purchased Support and which are not separately priced or marketed by Stash Global Inc.



1. **Provision of Support.** Stash Global Inc. will provide Support to Customer during the Support Period that has been purchased by Customer and is confirmed to Customer in a Purchase Order or in the case of Cloud Services, based on the initial order or renewal. Customer will not be entitled to receive Support outside of the Support Period.
2. **Licensing.** Stash Global Inc. grants to Customer a non-exclusive, non-transferable license to use Upgrades and Updates provided by Stash Global Inc. during the Support Period as a part of purchased Support. Such Upgrades and Updates are subject to the terms of the license granted by Stash Global Inc. to the Customer for the Software. Except for Cloud Services, (a) Customer shall promptly download, distribute, and install all Updates as released by Stash Global Inc. during the Support Period and (b) Stash Global Inc. strongly suggests that Customer also downloads, distributes, and installs all Upgrades as released by Stash Global Inc. during the Support Period. Customer acknowledges that any failure to do so could result in Customer's inability to receive Updates and Technical Support and therefore could cause major security risks. An Upgrade may require a hardware upgrade or new platform conversion to function properly.
3. **Supported Versions and End of Life.** The provision of Support is limited to (a) the current version and (b) the immediately preceding version of the Product. Only the current version of Cloud Services will be supported.
4. **Response Times.** Stash Global Inc. uses commercially reasonable efforts respond to support matters as quickly as is possible. Support may be suspended for brief periods due to scheduled maintenance and other factors.
5. **Bug Fixing and Remote Diagnostics.** Stash Global Inc. uses commercially reasonable efforts to provide work-around solutions or patches to reported problems with Products. With Customer's prior authorization, Stash Global Inc. may perform remote diagnostics to work on reported problems. In the event Customer declines remote diagnostics, Stash Global Inc. and Customer may agree to on-site Technical Support which is subject to an additional fee and reasonable travel and expenses, for which the customer is responsible.
6. **Support Period and Expired Support.** The Support Period either begins (i) at the date the Product was purchased or (ii) at the renewal date of the expiration of a previous Support Period. In the event the Support expires, any reinstatement of Support must be purchased to cover the lapsed Support since expiration and be renewed until the Support is current. Support must be purchased within one (1) year after expiration of the previous Support Period. An additional out of compliance fee is required for lapsed Support.
7. **Support Coverage.** Support is sold based upon the number of deployment locations. Upon purchasing Support for a Product, Customer must purchase the same Support Level for all Product units owned, used or licensed by Customer that are deployed or in use at the location(s) covered by Support.
8. **Acquired Company Products.** From time-to-time Stash Global Inc. may acquire other companies and continue to support the products licensed or cloud services offered by such companies ("Acquired Products"). The Support Level(s) defined herein may not be applicable to the Acquired Products at the time of the acquisition, but Stash Global Inc. may within a reasonable period after the acquisition provide a description of the Support Level(s) available for the Acquired Products, which will become applicable once published on the Support webpage.
9. **Exclusions.** Stash Global Inc. has no obligations to, (a) provide Support where hardware, tools or software other than those supplied or approved by Stash Global Inc. have been incorporated with the Product (b) provide Support for Hardware damaged by or Hardware failures caused by Customer (c) provide Support for problems that cannot be reproduced in running the Product in a configuration meeting published Stash Global Inc. specifications or (e) provide Cloud Services Support for issues arising from any violation of the Terms of Service and End Users Licensing Agreement.



10. **Obligations of Customer.** a. **Support Process:** Customer must report Product problems to Stash Global Inc. and be prepared to provide Stash Global Inc. with (i) the Support Number, (ii) the location of the Product, (iii) a detailed description of the problem, (iv) a description of the hardware on which the Software is loaded, including any serial number or service tag number where applicable, (v) the names and versions of any operating systems, networks, and software running with the Software, including patches and fixes, (vi) technical contact information. Stash Global Inc. may request that Customer takes certain actions to determine whether the problem or error is related to the Product, or other item. Customer must reasonably cooperate with Stash Global Inc. during this process. **Access:** Customer shall provide Stash Global Inc. with sufficient, free, and safe access to the Products, Customer's computer systems networks and facilities if it is agreed that Stash Global Inc. will provide on-site support at Customer's location or facilities, or that Stash Global Inc. will perform remote diagnostics.
11. **Termination.** Stash Global Inc. reserves the right to immediately terminate Support, without any further obligation to Customer, if Customer tampers with or modifies the Product without prior written authorization of Stash Global Inc., or otherwise uses the Products in violation of the applicable agreement or of these Support Terms. Stash Global Inc. may immediately terminate Cloud Services Support for any breach of the Acceptable Use Policy, as incorporated into the Cloud Services Agreement, or for any other incident giving rise to the termination of the Cloud Services Agreement. Any terms which by their nature extend beyond the termination remain in effect until fulfilled.
12. **Hardware specific terms.**
 1. **Region and Geographic Limitations:** Unless otherwise agreed in writing by Stash Global Inc. or included as part of the applicable Support Level, Hardware is eligible for service only if it is a part of the licensing or subscription agreement and has been provided by Stash Global Inc., and if it remains in the country where Customer originally installed the Hardware. Geographic restrictions or limitations may apply to certain Hardware Support Levels.
 2. **Hardware Return:** Prior to returning any Stash Global Inc. Hardware to Stash Global Inc. for repair or replacement, Customer must ensure that (i) the Hardware is free of any legal obligations or restrictions and of any Customer proprietary or confidential information that prevent Stash Global Inc. from exchanging, repairing, or replacing the Hardware, (ii) Customer has obtained a return authorization from Stash Global Inc., including a return material authorization number (a "RMA Number"). Hardware returned to Stash Global Inc. becomes the property of Stash Global Inc. at the time it is received by Stash Global Inc. and Customer shall assume ownership of all replacement Hardware provided by Stash Global Inc. to Customer upon shipment by Stash Global Inc.
 3. **Restrictions:** Customer must not, nor permit anyone else, to remove, alter, or obscure any proprietary notices or instructional labels on the Hardware without written authorization from Stash Global Inc. Customer must not install, nor permit the installation of additional hardware or software on the Hardware without written authorization from Stash Global Inc. or breach any tamper seal on the Hardware.
 4. **Inspection Period:** Stash Global Inc. reserves the right to inspect Hardware for which Support has lapsed for more than ninety (90) days by itself or by its agents in consideration of a separate fee and to request Customer to install the most current Upgrades and Updates before Stash Global Inc. agrees to renew Support for the Hardware.



14. Warranty. Stash Global Inc. warrants that the support will be performed in a professional and workmanlike manner. For any breach of this warranty, customer's sole and exclusive remedy, and Stash Global Inc.'s entire liability shall be the re-performance of the non-conforming support. Stash Global Inc. shall only have liability for such breaches of warranty if customer provides written notice of the breach to Stash Global Inc. within thirty (30) days of the performance of the applicable support. This warranty is customer's exclusive warranty and replaces all other warranties or conditions, express or implied, including but not limited to warranties or conditions of merchantability, satisfactory quality, fitness for a particular purpose, title and non-infringement, conformity to any representation, skill, and care. Stash Global Inc. does not warrant or guarantee that support will be free from errors or defects or that the support will protect against all possible threats.

Some states or jurisdictions do not allow the exclusion of express or implied warranties, so the above disclaimer may not apply to you. IN THAT EVENT SUCH EXPRESS OR IMPLIED WARRANTIES SHALL BE LIMITED IN DURATION TO THE MINIMUM PERIOD REQUIRED BY THE APPLICABLE LAW (IF ANY).

15. Limitation of Liability; Confidentiality; Audit; Export Control. Customer agrees to these Technical Support and Maintenance Terms and Conditions as part of one or more product licenses or services agreements between Stash Global Inc. and the Customer ("Underlying Agreement"). THE LIMITATION OF LIABILITY, CONFIDENTIALITY, PRIVACY, AUDIT AND EXPORT CONTROL PROVISIONS OF THE RELEVANT UNDERLYING AGREEMENT ARE INCORPORATED INTO THESE TECHNICAL SUPPORT AND MAINTENANCE TERMS AND CONDITIONS.

16. General.

- a. **Recording:** In providing Support, Stash Global Inc. may record all or part of telephone calls between Customer and Stash Global Inc. for quality assurance and training purposes in compliance with applicable laws.
- b. **Assignment:** The provision of Support is not assignable by Customer without the prior written consent of Stash Global Inc. Any attempt of assignment by Customer without such consent will be void. Stash Global Inc. may subcontract its obligations to provide Support hereunder to another party.

17. Governing Law: All disputes arising out of or relating to this Agreement, or its subject matter will be governed by the substantive laws of the State of Delaware U.S.A

18. Entire Agreement. The Support Terms and any additional terms referenced herein constitute the entire agreement between Customer and Stash Global Inc. regarding Support, and supersedes all prior negotiations, agreements, and understandings with respect to the subject matter hereof.