Alvaldi Agreement

Our Agreement consist of the below:

- **Description of service**

  Our service is a remote access and troubleshooting tool, as described on our [website](https://alvaldi.com) (https://alvaldi.com).

- **Service Terms**

  These are the general terms for your use of Alvaldi, including for maintenance and technical support, if you have paid for that.

- **Privacy policy**

  What data we process, how, duration and purpose, all according to the California Consumer Privacy Act (CCPA) and General Data Protection Regulation (GDPR) and applicable data privacy laws (https://northern.tech/legal/privacy-policy).

- **Our prices**

  The price we charge depends on your selected plan, the number of devices and users. Please refer to: https://alvaldi.com/pricing.

Service Terms Alvaldi

Part 1 - General

1. Our Agreement

These Service Terms for Alvaldi ("**Service Terms**") regulate your use of Alvaldi and any related services and software we may provide under the Agreement. "**The Agreement**" is made up of these Service Terms, our Privacy Policy, any other special terms and agreements and related particulars (name, service level, prices etc.) agreed to between Northern.tech Inc. ("**NT**", "**we**" "**us**", "**our**") and you as a customer ("**Customer**", "**you**", "**your**"). By signing, paying, using Alvaldi or otherwise accepting the Agreement, we grant you the right to use our Alvaldi software provided as a service with Local Software such as add-ons (collectively, "**Alvaldi**", the "**Service**"), as detailed below.

2. Rights we grant you

We grant you a non-transferable, non-exclusive, worldwide right to use Alvaldi as described in the Agreement, subject to our latest prices, these Service Terms and your timely payment. We and our licensors retain all intellectual property rights in the Service.

3. Services we provide you with – Alvaldi

Alvaldi is delivered as a hosted software service that is continuously maintained, improved and updated. The server software part of Alvaldi is operated on servers under our control. In order to enhance functionality and security we also provide you with some Local Software (see sec. 4). Maintenance includes updated versions of Local Software and related bug-fixes and other patches on such Local Software, to keep the Service up and running. The Service is substantially as presented and described in the Alvaldi documentation.

The Service does not include support of software installed on servers under your control (such as on-premise or cloud based servers).

4. Local Software – licensing
4.1 Local Software (non-hosted software)

Alvaldi requires the Alvaldi client (see sec. 4.2 below) and Third-party Software (see sec. 4.3 below) – collectively "**Local Software**" – to be installed on your devices and/or servers in order to operate Alvaldi. Your use of Local Software is subject to the below referenced terms of use (licenses).

4.2 Alvaldi client

"**Alvaldi client**" is either licensed

a. separately from the Agreement as open-source software under an Apache License, MIT License open-source licenses or other licenses as referred to in sec. 4.2 d, or

b. as part of the Agreement subject to the following closed source license terms: Use of closed source Alvaldi client may only take place as part of the enjoyment of and linked with Alvaldi, for the duration of the Agreement, subject to timely payment and in accordance with the Alvaldi documentation. You may not sell, sub-license, distribute,

reverse engineer, remove copyright or other notices, modify or publicly display the closed source Alvaldi client.

c. See Alvaldi (https://docs.alvaldi.com/) documentation for open-source license text.

4.3 Third-party Software

"Third-party Software" will be provided and used subject to the terms of the applicable third-party software licenses. See the Alvaldi documentation for details on licenses or request NT to provide you with a software license list.

5. How we improve

We are grateful if you help us improve. Your reported bugs, experienced irregularities and feature suggestions help us improve Alvaldi. We strive to fix critical issues as fast as possible. We prioritize issues according to severity and impact. To be able to balance the overall task load, we do so at our sole discretion.

6. Legal use

You warrant that you will not use Alvaldi in a way that infringes intellectual property rights or proprietary rights, privacy or other rights of third parties, or for anything illegal. You may access Alvaldi only by use of our public, documented APIs or by other means described in the Alvaldi documentation. We are never accountable or liable for the legality of your use.

7. Account

You must register an account on our webpage and provide accurate and up to date data as prompted by the registration form. This is the only personal data you must upload to Alvaldi.

8. Content

You alone are responsible for all uploaded data, for example device inventory, user account information to Alvaldi. We will not decompress, analyze nor scrape any of the new data files (e.g. images, files, etc.) to be deployed to the devices. We reserve the right to and will delete any illegal or harmful content.

9. Data ownership

You retain ownership of all data you submit. You grant us a non-exclusive, worldwide and royalty-free right to analyze and necessary use of the data in order to provide and improve the Service.

10. Third party terms etc.

Third party open-source software is included in the software of Alvaldi. Such software is subject to various open-source licenses. All our obligations with respect to third party open-source software shall be on a reasonable commercial effort basis. You will comply with the terms of any software license that you receive from us.

11. Security

We expect you to establish adequate security policies. This includes taking backup of all data, setting secure configurations, performing penetration testing, encrypting your data, doing risk analysis etc.. Specifically to Alvaldi you should:

   a. install the latest version of the Local Software, and

   b. backup settings, private keys and other data needed by the Service, on a regular basis.

12. Privacy

We are compliant with the California Consumer Privacy Act (CCPA) and EU General Data Protection Regulation (GDPR). Personal information is processed in accordance with our privacy policy at https://northern.tech/legal. By using the Service, you acknowledge and agree that internet transmissions are never completely private or secure.

13. Force majeure

Neither we nor you will be liable for failure or delay in performance caused by events beyond our control, which may include denial-of-service attacks, failure by third party hosting provider or utility provider, security issues, strikes, epidemies, shortages, riots, fires, war, terrorism, governmental action and other force majeure events.

14. As is

Alvaldi, including Local Software and all related components and services are provided on an "as is" and "as available" basis without any warranties. We expressly disclaim any and all warranties, express or implied, including implied warranties of merchantability, title, fitness for particular purpose and non-infringement.

15. Limitation of liability

Our total annual liability arising out of the Agreement will not exceed the total amount paid by you in the 12 months preceding the event causing your loss or damage. We will not have any liability for any loss of data, profits, savings or revenues nor for other indirect, special, incidental or other consequential damages. Damages may not be claimed for loss that is subject to SLA credits (see sec. 28). This section 15 and the SLA compensation (sec. 28) is the only basis for liability for us under the Agreement. Any service credit granted will in any event be subtracted from any other compensation payable for loss or damage. You will indemnify and hold us harmless for any claim based on negligence (tort), product liability or other strict liability related to devices you control or service.

16. Confidentiality

We and you shall keep all personal and business information received in connection with the performance of the Agreement confidential, except for disclosure required for such performance. If you give access to such confidential information to a third party, you must make sure the third party is bound by a similar obligation of confidentiality. These commitments will not apply to information that becomes publicly known due to the actions of others, freely received from another, or independently developed by the recipient.

17. Payment

a. Unless otherwise agreed to in writing; we charge you monthly, based on the number of devices and users, by use of your registered payment method. You are responsible for ensuring that all payments are made by the specified due dates, that your payment information is accurate, valid, and up-to-date, and that sufficient funds are available in your chosen payment method at the time each payment is due. In the event that a payment is not made by its due date, we reserve the right to suspend your account after providing you with seven (7) days' written notice. If payments are not made for two (2) consecutive months, we reserve the right to permanently delete your account.

b. Unless otherwise agreed to in writing; our prices may be changed subject to 30 days' written notice. Any pre-paid amounts will not be refunded in the event of termination, unless caused by our default of the Agreement.

c. Delayed payments accrue interest at 1.5% per month until we receive full payment. We may also claim reimbursement of any collection expenses and terminate the Agreement upon seven days' written notice if fees remain unpaid.

d. You are responsible for all taxes associated with the Agreement, such as value added tax. Any withholding taxes will be paid by you in addition to the agreed fees.

18. Excessive usage of Alvaldi

a. In order for us to provide the Service at the prices offered, your use of Alvaldi must not involve excessive API calls or data traffic as compared to the vast majority of our other customers. Typically, excessive use of the Service is caused by misconfiguration or scripts with unintended growth and spikes in data traffic. If we determine that your use of Alvaldi exceeds the pattern of 99% of our customers, we will notify you (to allow you to reduce the excessive usage) and, depending on the situation, we may also technically throttle your usage pending you addressing the issue. If we notify you of your excessive usage and it continues for more than 5 days or re-occurs more than 3 times in a 6-month period, we may terminate the Agreement for your material breach. Alternatively, if you have special needs we can enter into a separate arrangement in which you will be charged for and allowed specific excessive usage.

19. Notices and assignment

a. Notices shall be in English and in writing and sent to legal@northern.tech or the email address filed by you in your account.

b. Neither party may assign the Agreement (or any part thereof) without the advance written consent of the other party. Either party may, however, assign the Agreement in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of such party's assets or voting securities. Any attempt to transfer or assign the Agreement except as expressly authorized under this section will be void.

20. Term and termination

The Agreement will remain effective until terminated in writing by either party. The Agreement will terminate upon expiry of the calendar month in which we receive your termination notice. We may terminate the Agreement with immediate effect if

    a. you are in material breach of the Agreement, or

    b. you are insolvent or initiate a general halt of payment to your creditors.

Our termination other than for cause, may take place only on 90 days' notice, unless another termination notice period is agreed to.

21. Effects of termination

Upon termination, use of Alvaldi must discontinue. 30 days after the effective date of termination, all data on your account will be deleted without notice. In the event that this Agreement is terminated for convenience by the Customer, no refunds of any prepaid amounts shall be issued. Additionally, the Customer remains obligated to fulfill any outstanding subscription payments, including those scheduled as installments, for the entire duration of the subscription term as initially agreed upon.

22. Updated terms

We may from time-to-time issue new terms for the Agreement. The new terms will become binding upon you if you do not object within 45 days. If we decide not to accommodate any objections you may have, you are entitled to terminate the Agreement immediately and ask for a refund of any pre-paid amounts. However, this refund pertains solely to the portion of pre-paid amounts corresponding to services not yet rendered, specifically those scheduled to be provided after the new terms take effect, and does not include services already delivered under the previous terms. The new terms will apply until the termination is effective.

23. Publicity

We may use your organization's name and logo for promotional purposes, unless you request that we don't by sending us an email to legal@northern.tech. We will process your request as soon as possible. It may take up to 15 days.

24. Third party use

You may not resell or relicense the Service (nor any Alvaldi software) as such to a third party. However, you may use the Service as a part of a product or service that you combine with your own service and/or software and deliver to your customers under your own name.

25. Choice of law

The Agreement is subject to the laws of the state of California, USA. The parties agree that any disputes that arise out of this Agreement shall be settled by the state or federal courts with jurisdiction in Palo Alto, California, as exclusive legal venue. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

26. Export compliance

You acknowledge that Alvaldi and related software are or may be subject to export restrictions by United States government, Norway, the European Union and other countries and import restrictions by certain foreign governments. You agree to not and to not allow any third-party to remove or export from the United States nor other territories to which laws you are subject or allow the export or re-export of any part of Alvaldi, related software or any direct product thereof: (a) into (or to a national or resident of) any embargoed or terrorist-supporting country; (b) to anyone on the Norwegian State Department sanction list (including applicable European Union and United Nation embargo lists), U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (c) to any country to which such export or re-export is restricted or prohibited, or as to which Norway or the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (d) otherwise in violation of any applicable export or import restrictions, laws or regulations of any United States or foreign agency or authority. You also agree to the foregoing and warrant that you are not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list. Alvaldi and related software are further restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology, or for terrorist activity, without the prior permission of the United States or other relevant government authority.

27. Power to agree

You warrant that you have validly entered into the Agreement. You are also responsible for the conduct of your people and their compliance with the Agreement.

Part 2 - Additional services

For subscribers to the service plan Alvaldi Professional, the following may be included (consult your order confirmation and account type):

28. SLA

   a. We warrant that Alvaldi (excluding Local Software) will be available for a minimum 99% of the time, not counting excluded issues (see below). If we fall short, we will reimburse you 5 times the amount you paid for the Service while it was not available ("**SLA credit**").

   b. Calculation of SLA credit takes place per calendar month. Maximum credit for one month is capped at the cost of one month paid service. SLA credit will be deducted from next month's payment.

   c. Excluded from this warranty is unavailability caused by user errors, connectivity issues, high-level domain name servers and gateway issues, planned service, add-ons and other Local Software, maintenance or force majeure events as specified in sec. 13 (collectively, "**Excluded issues**").

29. Technical support − SLA and support

If support is included in your subscription plan, it consists of:

   a. Technical support, which is currently provided through:

   - email support (see hours below),

   - chat support (see hours below), and

   - our bug tracker.

   to designated contacts only

   Business support hours:

   North and South American customers:

   9 a.m. to 5 p.m. Eastern Time Monday-Friday.

   Rest of the world:

   9 a.m. to 5p.m. Central European Time Monday- Friday.

   Both exclude public holidays.

   b. **Incident reporting**

   When you experience a problem or other incident with the Service, you will need to:

   a) Verify that the incident is reproducible.

   b) Give information necessary to help NT track, prioritize, reproduce or investigate the incident.

c) Describe the issue and expected results.

d) Categorize the issue, for instance as a general question, defect or enhancement request.

e) Reproduce the issue and relevant data.

f) Provide applicable log files or console output.

g) Provide exact wording of all issue related error messages.

h) Inform about any special circumstances surrounding the discovery of the issue, such as the first occurrence, business impact and suggested priority for resolution.

i) Identify issue number in any ongoing communications with us on an existing issue.

c. **Priority levels**

NT will prioritize incidents according to the following criteria:

P1 (Urgent) = Issue that makes the Service completely inaccessible or the majority of its functionality unusable for Customer, which cannot be worked around.

P2 (High) = Issue that significantly degrades performance of the Service or materially restricts Customer's use of or the functionality of the Service, which cannot be worked around.

P3 (Normal) = Issue that causes only minor impact on Customer's use of the Service.

P4 (Low) = Any other request for guidance or information.

d. **Resolution and closure of incidents**

Incidents will be resolved in the following manner:

i. For solvable Incidents: The resolution may take the form of an explanation, recommendation, usage instructions, workaround instructions or advising Customer of an available software fix.

ii. For unsolvable Incidents: The resolution may take the form of NT explaining why the Incident is not solvable (if possible) and provide Customer with suggestions for a work-around or other ways to mitigate the Incident.

If custom or unsupported plug-ins, modules or modifications are used, NT may request the Customer to remove any such. If the Incident disappears upon removal, NT may consider the Incident resolved.

For Incidents outside of scope of the support, NT may also close Incident by identifying the Incident as outside the scope of the support or arising from a version, platform or usage case which is excluded from the support.

e. What support includes

NT shall provide Customer with support consisting of the following:

i. assistance with the number of Incidents submissions from the number of designated Contacts of Customer as specified in the Support Matrix (see section h); and

ii. the provision of expert level guidance and troubleshooting to Customer in connection with questions and Incidents arising from the following Customer activities with respect to the Software:

1. Basic configuration issues: Support for configuration includes troubleshooting Customer's configuration settings for existing installations to ensure proper operation and connectivity.

2. Usage issues: NT experts will answer your "how to" questions related to standard and intended Software usage.

f. What support is excluded

The following is not subject to support:

i. Software that is used on or in conjunction with hardware or software other than as specified in the applicable documentation;

ii. altered or modified Software, unless altered or modified by NT;

iii. defects in the Software due to accident, hardware malfunction, abuse or improper use;

iv. unsupported releases or updates from unsupported releases;

v. "beta" releases, evaluation software or software provided at no charge;

vi. any Software sold separately by NT, including consulting code, unless generally made available to NT's customers at no additional charge for the Software;

vii. training, customization, integration and any issues arising from non-standard usage of the Software;

viii. any on-site services by NT personnel or remote access services (unless NT requests remote access to assist NT in understanding an issue);

    ix.   problems caused by version mismatch;

    x.   problems in Alvaldi caused by use of non-authorized interfaces or other unintended use of Alvaldi; and

    xi.   Software and setup that does not comply with system requirements (as described online at https://docs.alvaldi.com/reference/system-requirements/).

g. **Professional services**

For issues that are not subject to support policy (see above) NT offers a range of fee-based professional services, separately payable. Such additional services may address issues related to:

    i.   Product training

    ii.   Product customizations

    iii.   Custom integrations

    iv.   Performance tuning

    v.   Custom build strategies

    vi.   Process improvements

    vii.   Any other Incidents that we advise you fall outside the scope of Support

You agree to provide us with reasonable and timely access to anything or anyone necessary to provide assistance, or else NT is excused from performing. Project timeframes or delivery dates in any order form, quote or statement of work ("SOW") are good faith estimates only. NT's obligations are limited to delivering professional services on a time and material basis.

h. **Service support matrix**

SUPPORT CONTACTS AND INCLUDED INCIDENTS

If not otherwise agreed to, the following applies:

Coverage Hours	Business Support Hours (see above, sec. 29 a)
Supported contacts at Customer (designated contacts)	1
Max number of incidents per	15

month	

Additional incidents are charged for at current unit prices. Contact us for price details.

TARGET RESPONSE TIME

Acknowledgement time	2 hours for all incidents
Response time*	P1 (Urgent) – 12 hours P2 (High) – 48 hours P3 (Normal) – 72 hours from receipt of request to correction work start.
Target resolution time**	P1 (Urgent) – 48 hours P2 (High) – 1 week P3 (Normal) – 1 month from receipt of request to correction work is finished or work round created

* Hours are calculated within support hours.

** Hours are calculated within support hours and are only targets. Resolution time cannot be guaranteed.