

## **Hosted Mender Agreement**

### **Part 1 - General**

#### **1. Our Agreement**

This Hosted Mender Agreement ("Agreement") is between Northern.tech Inc, a Delaware corporation, ("NT", "we" "us", "our") and the entity stated on the order form, or other agreement document ("Customer", "you", "your"). The Agreement consist of the following general terms, our privacy policy set forth at <https://northern.tech/legal/privacy-policy>, the pricing set forth at <https://mender.io/pricing/plans>, and any other special terms and agreements and related particulars (name, service level, prices etc.) agreed in writing to be related to and incorporated into this Agreement.

This Agreement regulates your use of the Mender software and service and any related services and local software we may provide on a Software-as-a-Service model.

By signing, paying, using the Hosted Mender, or otherwise accepting the Agreement, we grant you the right to use Mender in accordance with this Agreement.

#### **2. Key definitions**

The following definitions apply:

**Mender or Hosted Mender** means the *Mender Server* and *Mender Component* software, as specified in sec. 4.1 and provided on an "as a Service" basis.

**Mender Extra** means customization and services outside of the controls generally available via the Hosted Mender service.

**Mender Server** means a Software-as-a-Service (SaaS) solution operated by NT on servers under NT's control as specified in sec. 4.2. Mender Server communicates with Components.

**Mender Components** means the first- and Third-party components to be installed on devices, as specified in sec. 4.3

Other definitions are given in the body text.

#### **3. Rights we grant you**

We grant you a non-transferable, non-exclusive, non-sublicensable worldwide right to use Mender as described in the Agreement, subject to your compliance with the Agreement and timely payment. Under this Agreement, Mender is licensed as a service, and is not transferred or sold, and is provided solely for your internal use and not for resale or distribution. We and our licensors retain all intellectual property rights in Mender.

## 4. Software and services we provide you with

### 4.1 Mender

Mender is a software solution providing over-the-air software updates for internet-of-things (IoT) devices.<sup>1</sup> Mender consists of:

- a) Mender Server - see sec. 4.2, and
- b) Components - see sec. 4.3.

Mender is regularly maintained, improved, updated, bug-fixed and supported in accordance with this Agreement and typical industry practices.

Mender's functionality is to be materially as presented and described in the Mender documentation, as such documentation changes over time.

### 4.2 Mender Server (SaaS)

Mender Server is operated by NT on servers under NT's control and provided as SaaS, including software, operations, support and maintenance.

Mender Server communicates with Mender Components (see sec. 4.3).

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

### 4.3 Components

#### 4.3.1 The two parts of Components

Mender requires local software to be installed on your *devices* and other computers components to operate ("Components"). Components consists of two parts:

- a) NT-created local software for devices ("Mender Components" – see sec. 4.3.2) and,
- b) Third-party created software for devices ("Third-party Components" – see sec. 4.3.3).

#### 4.3.2 Mender Components

Mender Components are commercially licensed as part of Mender, subject to this Agreement. Subject to the terms of this Agreement, NT grants you a worldwide, non-transferable, non-sublicensable, license to copy, distribute, and display audiovisual components of the Mender Components, provided that they are used only in conjunction with the Hosted Mender service. You may not sell, sub-license, distribute, reverse engineer, remove copyright or other notices, modify or publicly display the closed source Mender Components.

*Open source version:* Mender and Mender Components are also licensed as open-source software under an Apache License, MIT License or other licenses as referred to on

<https://docs.mender.io/release-information> and as specified in the Mender documentation as applicable open-source license. Mender and Mender Components licensed by Users under open-sources license are supported only by the open source community and are not subject to this Agreement and NT does not support such deployments or make any commitments outside of the licenses referred to on <https://docs.mender.io/release-information>.

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<sup>1</sup> Devices include equipment, workstations, micro controllers and any other things and physical objects on which software code can be installed and/or operated.

#### **4.3.3 Third-party Components**

Certain third-party Components may be included in the Mender services and are provided and subject to the terms of the applicable third-party licenses rather than this Agreement. Identification and relevant license information for these third-party Components are at <https://docs.mender.io/release-information/open-source-licenses>.

#### **4.4 Open-source software from third parties**

Third party open-source software is included in Mender. Such software is subject to various open-source licenses.

Your use of Mender requires that you also comply with the terms of any third-party license that you receive from us, or that we refer to.

NT is not liable for any defects, errors or issues arising from third-party software or third-party services included in Mender. NT's obligations regarding such software are limited to reasonable commercial efforts to follow up such third parties in regard to software rectification.

#### **4.5 Mender Extra**

##### **4.5.1 General**

Mender Extra are services outside of the typical deployment of Hosted Mender, such as private artifact location, custom proxy setup, migration services and other consultancy services. Mender Extra services are subject to separate terms, order form and additional payment.

##### **4.5.2 Hosting of mTLS**

If you have purchased hosting of one or more mTLS (Mutual Transport Layer Security) services, new certificates and keys need to be provided to us at least 10 days prior to the rotation. Only one rotation per year is covered under this Agreement. If additional rotations are required, additional fees will apply as Mender Extra service.

##### **4.5.3 Yocto**

Any Mender Components made available through the Yocto Project (<https://www.yoctoproject.org/>) or similar structure, such as Zephyr, is subject to <https://northern.tech/legal/yocto-layer-license.pdf> NT Yocto Layer License for Mender by Northern.tech (<https://northern.tech/legal/yocto-layer-license.pdf>).

### **5. How we improve – contributions**

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

We also accept contributions. The contributions will be reviewed and tested.

By contributing, whether directly or through reports of bugs, irregularities, or feature suggestions to use, you grant us a perpetual, fully-paid, irrevocable, worldwide right to use that information, including copying, distributing, modifying, displaying and performing any works or inventions you send us, including a right to sublicense any such contribution on terms solely determined by us and without attribution or payment. You warrant that you have the right to grant all such rights and licenses to any contribution you provide us.

### **6. Legal use**

You warrant that you will not use Mender in a way that infringes intellectual property rights, proprietary rights, privacy or other legal rights of third parties, or for any illegal purpose or means.

You may access Mender only by use of our public, documented APIs or by other means described in the Mender documentation.

## **7. Account**

You must register an account using your work information to 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 Mender.

## **8. Content**

You are solely responsible for all uploaded data, for example artifacts, device inventory and user account information to Mender. We will not decompress, analyze, or scrape any of the new data files (e.g. images, files, etc.) to be deployed to the devices absent a lawful order to do so. We reserve the right to and may delete any content deemed illegal or harmful pursuant to a lawful order or legal or regulatory finding.

## **9. Data ownership**

You retain ownership of all data that you submit. You grant us a non-exclusive, worldwide and royalty-free right to copy and distribute this data solely for the purposes of processing it to provide the Mender Hosted services and transfer and use of the data to provide and improve Mender.

## **10. Security**

Customer is responsible for establishing adequate security policies. This includes taking backup of all data, setting secure configurations, performing penetration testing, encrypting your data, doing risk analysis and other measured considered good cyber security hygiene. Specifically, to Mender you should:

- a) only use signed artifacts;
- b) install the latest version of the Components, and
- c) take backup of settings, artifacts, private keys and other data needed by Mender, on a regular basis.

## **11. Privacy**

Personal data is processed in accordance with our privacy policy at <https://northern.tech/legal/privacy-policy>.

You understand and agree, however, that internet transmissions are never completely private or secure and have made an informed decision with respect to the use of the Hosted Mender services.

## **12. Force majeure**

In the event of a force majeure event, the affected party shall notify the other party without undue delay and make reasonable efforts to mitigate the impact of such event on its performance under the Agreement. Neither we nor you will be liable for failure or delay in performance caused by force majeure events, which are defined as events beyond our reasonable control, including denial-of-service attacks, failure by third party hosting provider or utility provider, security issues, strikes, epidemics, shortages, riots, fires, war, terrorism, governmental actions, and natural disasters.

## **13. No Warranty**

Except for Customers purchasing Mender plan that includes SLA terms set forth in Part 2, Mender and all related components and services are provided on an "as is" and "as available". THE LIMITED WARRANTY AVAILABLE FOR MENDER CUSTOMERS REPLACES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF CONDITION, UNINTERRUPTED USE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR

NONINFRINGEMENT. NT EXPRESSLY DISCLAIMS ALL WARRANTIES FOR OTHER SERVICES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF CONDITION, UNINTERRUPTED USE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. NT EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

NT makes no claim that Hosted Mender will work with every system or any third-party software or system, and specifically disclaims any liability for product defects, malfunctions, or failures arising from the integration of Mender with software not created by NT, unauthorized modifications, or non-compliance with applicable product safety standards, our documentation or for product liability regulations. The Customer warrants that all devices using Mender comply with relevant safety regulations and standards. You will indemnify us against any product liability claim from third-parties directed at NT related to use of things on which Mender is installed or is supported by Mender.

#### **14. Limitation of liability**

NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THE SERVICES AND/OR PRODUCTS SUPPLIED UNDER THIS AGREEMENT, EVEN IF THE PARTIES HAVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. NT'S CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT OR SALE OF THE PRODUCTS OR SERVICES, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY AND BREACH OF WARRANTY, SHALL NOT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE TO NT BY CUSTOMER UNDER THE APPLICABLE ORDERS OR STATEMENTS OF WORK IN THE SIX (6) MONTHS IMMEDIATELY PRIOR TO THE FIRST EVENT GIVING RISE TO SUCH LIABILITY, MINUS ANY CREDITS GRANTED IN ACCORDANCE WITH THE SLA. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

#### **15. Indemnification**

##### **15.1 Indemnification by NT**

NT shall indemnify Customer against any damages awarded in a final, non-appealable judgment or court-approved settlement arising out of any third-party claim up to the limitations of liability set forth in Section 14 that Customer's authorized use of the Hosted Mender service, used in accordance with this Agreement, infringes any copyright of such third-party, provided that:

- a) Customer promptly notifies NT in writing of any such claim;
- b) Customer grants NT the option to take sole control of the defense and settlement of such claim;
- c) Customer provides NT with reasonable cooperation and assistance in the defense of such claim; and
- d) the finding of damages arises solely from Hosted Mender as originally provided by NT and not from:
  - a. any modification, enhancement, or customization of the software or service not performed by NT;
  - b. use of Mender in combination with any third-party software, hardware, or data not specified by NT;
  - c. Customer's failure to implement updates or patches provided by NT;
  - d. Customer's failure to implement reasonable security measures;
  - e. use of Mender in a manner not authorized under this Agreement; or
  - f. Customer's content, data, or configurations.

## **15.2 Indemnification by Customer**

Customer shall indemnify NT against any damages awarded in a final, non-appealable judgment or court-approved settlement arising out of any third-party claim that Customer's use of the Hosted Mender service, is unlawful or violated the rights of a third-party. NT will promptly notify Customer of any such claim and grant Customer the option to take sole control of the defense and settlement of such claim, provided that such defense or settlement does not admit wrongdoing or liability of NT without NT's express written agreement.

## **15.3 Limitation**

NT's indemnification obligations under this section are limited solely to finally awarded monetary damages and shall not include any costs, expenses, attorneys' fees, or other charges unless such amounts are specifically included in a final, non-appealable judgment or court-approved settlement.

## **15.4 Exclusive remedy**

This section states NT's entire liability and Customer's exclusive remedy for any actual or alleged infringement of intellectual property rights by Mender or NT.

## **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 to execute the Agreement. If you give necessary 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. The confidentiality obligations under the Agreement shall survive termination for a period of ten years.

## **17. Payment**

We charge you monthly, based on your subscription plan, license type and count, Mender Extras and any other agreed performance, by use of your registered payment method, unless otherwise agreed to in writing. 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. If a payment is not made by its due date, we reserve the right to suspend your account after providing you with seven days' written notice. If payments are not made for two consecutive months, we reserve the right to permanently delete your account.

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.

Delayed payments accrue interest at 1.5% per month compounded quarterly 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 for 30 days.

Each party is solely responsible for its own taxes imposed by any public authority, except as stated below.

- All fees under this Agreement are exclusive of any indirect taxes (including VAT, GST, duties, levies, digital service taxes, and similar). Customer will pay such taxes in addition to our fees.
- If any withholding tax, other direct or indirect tax is levied on payments to NT, you shall gross-up the payment so that the amount received by NT equals the fees due (plus any indirect taxes). Customer will promptly provide us with documentation of payment from the relevant authorities or other official proof of any tax withheld or paid. Customer will indemnify and hold NT harmless from any loss, cost, or penalty arising from your failure to

withhold or remit applicable taxes. If NT qualifies for a reduced withholding rate, Customer will notify us, and NT will provide the necessary documentation support before payment.

- If a change of rule in law after signing this Agreement results in higher taxes on payments to NT, Customer shall bear the increase. Conversely, if such change reduces taxes, the fees will be adjusted downward so that the net amount payable to us remains unchanged.

Your failure to pay or any halt in your use of Mender does not forfeit our claim for payment due under the Agreement.

## **18. Excessive usage of Mender**

### **18.1 Acceptable Use Requirements**

For us to provide Mender at the prices offered, your use of Mender must not involve excessive API calls, data traffic nor other excessive use.

Your license and this Agreement are conditioned upon use of Mender up to the limits specified on our use limit page (<https://docs.mender.io/overview/limits>), which may be updated from time to time. Additional use ("Excessive Use") may result in adverse actions, including without limitation metering, throttling, or unavailability of the Mender Service.

### **18.2 Consequences of Excessive Use**

If we detect Excessive Use of Mender, we:

- a) will notify you (to allow you to reduce the excessive usage) and, depending on the situation,
- b) may also technically throttle (via limitation of API calls or other client scripts) or suspend access to Mender until you address the issue causing the excessive use.

If we notify you of your excessive usage and it continues for more than five days or re-occurs more than three times in a six-month period, we may terminate the Agreement for material breach. If your Excessive Use interferes with the ability of other customers to use Hosted Mender, we may suspend your access immediately. If your needs indicate that Excessive Usage will be required, we can enter into a separate arrangement for Mender Extra in which you can purchase additional usage (see sec. 18.4).

### **18.3 Proactive throttling and rate limiting**

We may at any time throttle Mender to proactively prevent excessive use. Throttling means rate limiting of API calls from devices and other clients such as scripts or other user agents of the API.

### **18.4 Purchase of use extension**

Without limiting the above in sec. 18, if the usage of Mender exceeds the use limits fixed on the use limit page (<https://docs.mender.io/overview/limits>), the parties may instead of NT suspending or throttling access to Mender, renegotiate the price in good faith based on expected future usage based on past use logs or enter into a separate agreement for Mender Extra that includes additional use. Until such agreement is reached (as evidenced by a signed agreement), NT may throttle or suspend access to Mender as specified in sec. 18.2.

## **19. Notices and assignment**

Notices shall be in English and in writing. Notices to us shall be sent to [legal@northern.tech](mailto:legal@northern.tech), and notices to you shall be sent to the email address filed by you in your account.

Neither party may assign the Agreement or any part of it 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. Duration and termination**

The duration of the Agreement is as selected during the sign-up process or, for the enterprise version of Mender, as stated in the order form or as otherwise agreed to in writing (the “Initial Term”). For enterprise subscriptions, each renewal term will correspond to the subscription term agreed for the Initial Term, unless otherwise agreed in writing.

The Agreement may be terminated by the Customer at any time. Such termination is subject to sec. 21, and takes effect upon expiry of the calendar month in which we receive the Customer’s 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.

After the expiry of the Initial Term, the Agreement will remain effective until terminated in writing by either party.

Our termination without cause takes effect upon expiry of a 90 days’ notice period, unless another notice period is agreed to in writing.

## **21. Effects of termination**

Upon termination, use of Mender must discontinue. 30 days after the effective date of termination, all data on your account will be deleted without notice.

If the Agreement is terminated, the following applies:

- a) no refunds of any prepaid amounts will be given.
- b) 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.
- c) Interests and collection cost will be added to the claim upon late payment of the full amount, as specified in sec. 17.

## **22. Updated terms**

We may from time-to-time issue new terms for the Agreement. The new terms will become binding 45 days after the date of issue and/or notification if you do not object within such 45 days period. If we decide not to accommodate any objections you may have, you are entitled to terminate the Agreement with effect at the day the new terms become effective 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.

## **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](mailto:legal@northern.tech). We will process your request as soon as possible

## **24. Third-party use**

You may not resell or sublicense Mender to a third party. However, you may use Mender 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. Dispute resolution and 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 if possible be settled amicably. If the parties are by themselves not able to resolve the dispute, the following shall apply:

**Mediation.** Any dispute, controversy or claim (collectively, “**Dispute**”) arising in connection with the Agreement, shall be referred to mediation in accordance with the Rules of the American Arbitration Association in force at any time.

**Arbitration.** Any Dispute not settled within six months from being referred to Mediation will be submitted to binding arbitration in Santa Clara County, California, USA, pursuant to the International Arbitration and Mediation Rules of the American Arbitration Association, and judgment on the award may be entered in any court of competent jurisdiction.

**Courts.** The parties consent to the sole and exclusive personal jurisdiction of the state and federal courts of the state or federal courts with jurisdiction in Santa Clara County, California, in aid of arbitration and confirmation of any award and either party may seek preliminary injunctive or other equitable relief pending arbitration to prevent irreparable harm. The parties agree that the state and federal courts of Santa Clara County, California shall be the sole and exclusive jurisdiction and venue for such actions. The above shall not prevent NT from taking any court action or proceeding directly to arbitration (without mediation) to collect any outstanding payments or prevent damage to NT that require prompt action, including filing for preliminary injunction.

The United Nations Convention on Contracts for the International Sale of Goods does not apply.

## **26. Export compliance**

You acknowledge that we are, or may be, subject to export and/or import restrictions imposed by United States government, Norway, the European Union and other jurisdictions. You agree not to, and not to allow any third-party to, remove or export Mender from the United States, nor any other jurisdictions to which laws you are subject, nor to export or re-export of any part of Mender or related software: (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 for 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 further agree 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. Mender 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 from 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 representatives and their compliance with the Agreement.

## **Part 2 - Additional services**

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

### **1. SLA - availability of Mender Server**

- a) We warrant that Mender Server will be available for a minimum 99% of the time, not counting excluded issues (see below in c)). If we fall short, we will reimburse you five times the amount you paid for Mender while it was not available ("SLA credit").
- b) Calculation of SLA credit takes place per calendar month and shall be calculated based on the proportion of time Mender Server was unavailable during the calendar month, not counting Excluded issues (see c) below). Maximum SLA credit for one month is capped at 50% of one month payment for Mender. 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 third party software not part of Mender, Customer's failure to implement updates or patches provided by NT, maintenance, force majeure events as specified in main document sec. 12 and issues listed below in sec. 7 (collectively, "Excluded issues").

### **2. Technical support – SLA and support**

If support is included in your subscription plan, it consists of technical support, which is currently provided through:

- a) email support (see hours below),
- b) chat support (see hours below), and
- c) our bug tracker.

to designated contacts only during the following *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.

### **3. Incident reporting**

When you experience a problem or other incident with Mender, you must:

- a) Verify that the incident is reproducible.
- b) Provide 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 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.

#### **4. Priority levels**

NT will prioritize incidents according to the following criteria:

- a) **P1 (Urgent)** = Issue that makes Mender Server completely inaccessible or the majority of its functionality unusable for Customer, which cannot be worked around.
- b) **P2 (High)** = Issue that significantly degrades performance of Mender Server or materially restricts Customer's use of or the functionality of Mender Server, which cannot be worked around.
- c) **P3 (Normal)** = Issue that causes only minor impact on Customer's use of Mender Server.
- d) **P4 (Low)** = Any other request for guidance or information.

#### **5. Resolution and closure of incidents**

Incidents will be resolved in the following manner:

- a) 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.
- b) 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 by Customer NT may request the Customer to remove any such. If the incident disappears upon removal, NT may consider the incident resolved.

NT may also close an 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. Work on such incidents is considered Mender Extra, and thus chargeable.

#### **6. What support includes**

NT shall provide Customer with support consisting of the following:

- a) assistance with the number of incidents submissions from the number of designated contacts of Customer as specified in the Support Matrix (see sec. 9 ); and

b) 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 Mender, which includes:

- a. Basic configuration issues: Support for configuration includes troubleshooting Customer's configuration settings for existing installations to ensure proper operation and connectivity.
- b. Usage issues: NT experts will answer your "how to" questions related to standard and intended Mender usage.

## **7. Not part of support**

The following is not subject to support:

- a) Software that is used on or in conjunction with hardware or software other than as specified in the applicable documentation or otherwise instructed by us;
- b) altered or modified Mender, unless altered or modified by NT;
- c) defects in Mender due to accident, hardware malfunction, abuse or improper use;
- d) unsupported releases or updates from unsupported releases;
- e) "beta" releases, evaluation software or software provided at no charge;
- f) any software sold separately by NT, including code developed as consultancy work, unless generally made available to NT's customers at no additional charge;
- g) training, customization, integration and any issues arising from non-standard usage of Mender;
- h) any on-site services by NT personnel or remote access services (unless NT requests remote access to assist NT in understanding an issue);
- i) problems caused by version mismatch;
- j) problems in Mender caused by use of non-authorized interfaces or other unintended use of Mender; and
- k) software and setup that does not comply with system requirements (as described online at <https://docs.mender.io/>).

Any unavailability of Mender caused by the above, is to be considered Excluded issues under sec. 1.

## **8. Professional services**

For issues that are not subject to support policy (see sec. 7 above) NT offers a range of fee-based professional services, separately payable (Mender Extra). Such additional services may address issues related to:

- Product training
- Product customizations
- Custom integrations
- Performance tuning
- Custom build strategies
- Process improvements
- 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.

## 9. Support matrix

### 9.1 Support contacts and included incidents

If not otherwise agreed to in writing, the following applies:

<b>Coverage Hours</b>	See sec. 2 above
<b>Supported contacts at Customer (designated contacts)</b>	1
<b>Max number of incidents per month</b>	15

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

### 9.2 Target response time

The following target response times applies:

<b>Acknowledgement time</b>	2 hours for all incidents
<b>Response time*</b>	P1 (Urgent) – 12 hours P2 (High) – 48 hours P3 (Normal) – 72 hours from receipt of request to correction work start.
<b>Target resolution time**</b>	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.

## **10. Mender on-premise**

If you are entitled to install Mender Server on-premise or on servers that are under your control, separate agreement and terms will apply. Please contact your sales representative at NT. The additional services described in this part 2 of the Service Terms applies only to Mender as hosted solution.