

MASTER SERVICES AGREEMENT FOR MENDER

This Master Services Agreement for Mender.io (“**Agreement**”), its appendices, and any order form referencing this Agreement governs the provision and use of Mender, an open source remote software updater for embedded Linux devices (the “**Service**”). The Agreement is entered into between Northern.tech AS, a Norwegian company with business registration number 892 847 282 (“**We**”, “**Us**” or “**Our**”) and you as a user of the Service (“**You**” or “**Your**”).

1. RIGHT TO USE THE SERVICE AND SUPPORT

We grant You a non-exclusive, non-sublicensable, non-assignable and worldwide right to access and use the Service. A more detailed description of the Service is provided at <https://mender.io>.

We will provide support on a reasonable effort basis provided that You have paid all Fees due. We do not provide support if You are a non-paying user of the Service. You can submit any support requests to Us through Our online support portal.

2. RESTRICTIONS

Unless explicitly permitted by Us, You will (i) not reverse engineer, modify, adapt, alter, translate, or create derivative works from code, algorithms, ideas, know-how etc. relevant to the Services; (ii) not remove any proprietary notices or marks, and (iii) use the Service solely for its intended purpose, and not (for example) in any manner that causes unnecessary data traffic and load to the servers that we use to provide the Service.

If we have reasonable suspicion that You use the Service in breach of this Agreement, we may suspend Your access to the Service permanently or temporarily without any refund of any outstanding or paid Fees.

3. OPEN SOURCE SOFTWARE

You acknowledge and agree that the Service uses open source software. All open source licenses used in the Service are listed at <https://docs.mender.io>.

4. FEES AND PAYMENT

The fees for using the Service (“**Fees**”) are described in the order form and depends on the number of devices using the Service. Should the number of devices exceed the estimated number of devices set out by You in the order form, you accept to pay for such additional devices in accordance with the then prevailing prices.

Unless otherwise is agreed, the applicable Fees are charged monthly in advance by charging the credit card number You registered when signing up for the Service. We may change the Fees or institute new fees by providing You with written notice prior to the changed Fees or new fee(s) taking effect. Such changes will take effect thirty (30) days after the date of our notice or, if later, upon renewal. To the extent We accept to bill You through invoicing, Our invoices shall be paid within thirty (30) days of the date of the invoice. You shall be responsible for all taxes associated with this Agreement.

If we do not receive payment in full of any Fees within 30 calendar days of issue of the relevant invoice, We are entitled to charge late interest on all outstanding amounts at 1.5% per month or the highest rate permitted under applicable law until We receive full payment. We

may also claim reimbursement of any collection expenses, and may terminate the Agreement with immediate effect.

5. WARRANTIES

We warrant that We will provide the Service using commercially reasonable skill and care.

Except as set forth in this Section 5, the Service is provided “as is”. To the extent permitted by law, We hereby disclaim all warranties whether express, implied or statutory with respect to the Services, including without limitation any implied warranties of suitability, merchantability, fitness for a particular purpose, functionality, title, non-infringement of third-party rights, accuracy and security. We do not warrant that the Service will be uninterrupted or error-free or that the security mechanisms included in or with or implemented by the Service will not have inherent limitations, or that the Service will sufficiently meet the Your requirements.

We will use reasonable efforts to notify you in advance of any scheduled maintenance or other scheduled service interruption.

6. LIABILITY AND INDEMNITY

In no event will a party be liable to the other party for any special, punitive, indirect, incidental, exemplary, or consequential damages arising out of or related to this Agreement, including, but not limited to, loss of data, loss of the use or performance of any products, loss of revenues, loss of profits, loss of goodwill, business interruption or loss of anticipated savings.

Our total cumulative liability for all claims related this Agreement shall not exceed the amount of Fees We have received from You under this Agreement during the twelve (12) months period immediately preceding such claim.

Notwithstanding the foregoing, or anything to the contrary herein, in no event will the exclusion of damages or limitations of liability apply to: (i) either party's breach of its confidentiality obligations under Section 10; (ii) Your use of the Service or any licenses outside the rights specifically granted to You in this Agreement; and (iii) liabilities that cannot be limited by law.

7. INTELLECTUAL PROPERTY RIGHTS

We and our licensors retain all ownership and right, including without limitation, copyrights, trademarks, domain names, rights in Confidential Information, patents, design rights, rights in computer software, database rights, or any other intellectual property or proprietary rights, in each case whether registered or unregistered and including all applications (or rights to apply) (“Intellectual Property Rights”) in and to the Service.

To the extent relevant, You or your licensors retain all ownership in and to your Intellectual Property Rights. You grant Us the right to use the Your Intellectual Property Rights to the extent this is required to fulfill the purpose of the Agreement.

8. DATA PROTECTION

Each party agrees to comply with all applicable data protection and privacy laws arising from its obligations under the Agreement and to reasonably co-operate with the other party in order to allow the other party to comply with any laws as deemed necessary from time to time.

9. TERM AND TERMINATION

You may terminate this Agreement with thirty (30) calendar days' written notice to Us. We can terminate the Agreement with ninety (90) calendar days' written notice to you.

Each of the parties may terminate this Agreement with immediate effect if the other party commits a material breach of the Agreement.

10. CONFIDENTIALITY

As a result of the entering into or performance of this Agreement, each of the parties may disclose information that is proprietary or otherwise confidential to the other party ("Confidential Information"). Confidential Information includes, without limitation, non-public information that a party designates as being proprietary or confidential or which by its nature or the circumstances surrounding its disclosure reasonably ought to be treated as confidential, such as business, technical or financial information. Each party ("Receiving Party") will protect the Confidential Information of the other party ("Disclosing Party") with the same degree of care, but no less than reasonable care, as the party uses to protect its own Confidential Information.

The nondisclosure obligations set forth herein will not apply to any portion of Confidential Information that a Disclosing Party can demonstrate with documentary evidence is: (i) now, or hereafter becomes through no act or omission on the part the Disclosing Party, known to the general public, (ii) known to the Disclosing Party at the time of receiving the Confidential Information without an obligation of confidentiality, (iii) hereafter rightfully furnished to the Disclosing Party by a third party without restriction on disclosure, or (iv) independently developed by the Disclosing Party without any use of the Confidential Information.

Each party agrees to restrict access to Confidential Information to its employees or contractors on a need to know basis and only to persons who have agreed in writing to be bound by a confidentiality obligation which is as protective of the other party's interests as this Agreement.

11. NOTICES

All notices, consents and approvals under this Agreement must be delivered in writing by email to the other party.

Any notices Notices to be sent to You to Us shall be sent to:

legal@northern.tech

Any notices to be sent by Us to You shall be sent to the email address provided when You sign up for the Service.

12. FORCE MAJEURE

Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.

13. OTHER

13.1 Relationship of the parties

The parties are independent contractors. Nothing in this Agreement will be deemed to create an agency, employment, partnership, fiduciary or joint venture relationship between the

parties. You will not have, and will not represent to any third party that You have, any authority to act on behalf of Us.

13.2 Entire agreement

This Agreement constitutes the entire agreement between the parties and supersedes all other agreements, arrangements or understandings between the parties in relation to the subject matter of this Agreement. However the obligations of the parties under any pre-existing non-disclosure agreement shall remain in full force and effect insofar as there is no conflict between the same and this Agreement. The parties confirm that they have not entered into this Agreement on the basis of any statement, representation, assurance or warranty of any person (whether a party to this Agreement or not) that is not expressly set out in this Agreement.

13.3 Publicity

We may include Your trademarks (including logo) and name in our marketing materials, on Our website and in press releases. You shall upon Our reasonable request assist Us in preparing any such press release.

13.4 Modifications

The Agreement may only be modified or terminated in writing by duly authorized representatives of both parties.

13.5 Severability and waiver

If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force and effect. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and commercial effect of the provision held to be invalid. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

13.6 Assignment and successors

This Agreement shall be binding and inure to the benefit of the parties hereto and their respective successors and assigns. You may not assign any of Your rights nor delegate any of Your obligations under this Agreement to any third party without Our prior written consent.

14. GOVERNING LAW AND LEGAL VENUE

This Agreement shall be interpreted in accordance with the laws of Norway, except that body of laws controlling conflict of laws. In the event of a dispute arising out of or relating to this Agreement (including non-contractual disputes or claims), the parties shall first seek settlement of the dispute by negotiation between senior executives of the parties. If they are unable to settle the dispute within thirty (30) days, or such other period as the parties shall agree in writing, the dispute shall be finally resolved by arbitration pursuant to the Norwegian Act on Arbitration of 2004, which hereby is incorporated into this Agreement. The place of arbitration shall be Oslo, Norway. The initiation of arbitration proceedings, the proceedings and the award(s) shall be treated as Confidential Information.

15. ACCEPTANCE OF THE AGREEMENT

By checking the "I Accept" box when signing up for the Service, submitting an order form referencing this Agreement or otherwise using the Service, You accept to have read the

Agreement, and that the use of the Service and any additional order placed by You (or anyone on Your behalf), is governed by this Agreement. If You represent a company, You further confirm that You are an authorized representative of the company and have the power and authority to enter into and bind the company to this Agreement.