

GENERAL TERMS AND CONDITIONS FOR KIONA

MAIN TERMS

1 BACKGROUND

Kiona is a system independent provider of Kiona Solutions (as defined below) for buildings, which acquires data from all technical installations in buildings, and monitors, optimizes and controls these installations as well as providing documentation through Environmental Management Solutions.

The Parties have entered into this agreement for the purpose of providing the Kiona Solution (as defined below) from Kiona to the Buyer, subject to the terms and conditions of this Agreement.

Kiona and the Buyer may collectively be referred to as the "Parties", and each as a "Party".

2 DEFINITIONS

All capitalized terms not otherwise defined in the Agreement, shall have the following meaning:

- a) **"Agreement"** refers to the Main Terms, the applicable Quote as well as relevant Appendices, cf. contractual documents in Clause 3 of the Main Terms.
- b) **"Appendices"** refers to the appendices to these Main Terms, which form an integral part of the Agreement.
- c) **"Alarm 24/7 Center Services"** shall have the meaning specified in clause 5 of the Services Terms.
- d) **"Authorized User"** refers to all users authorized to use the Software Products.
- e) **"Availability"** refers to the time the Software Products are available for normal use, as further specified in Appendix 3.
- f) **"Business Hours"** refers to normal business hours, but minimum 09:00 – 16:00 on Monday through Friday each week (but excluding public holidays);
- g) **"Buyer"** refers to the buyer of the Kiona Solutions, either a Partner or an End Customer
- h) **"Buyer Data"** refers to all data, information, and other content of any type and in any format added, uploaded, or submitted to by the Buyer either into the Software Products or as part of the Services, such as the data collected by hardware sensors installed at Buyer's premises.
- i) **"Confidential Information"** shall have the meaning specified in Clause 12 of the Main Terms.
- j) **"Data Processing Terms"** refers to the data processing terms specified in Appendix 4.
- k) **"Downtime"** refers to the time that the Services do not fulfil the Availability, excluding Permitted Downtime;

- l) **"End Customer"** refers to a buyer of the Kiona Solutions other than a Partner.
- m) **"Force Majeure Event"** shall have the meaning specified in Clause 13 of the Main Terms.
- n) **"Hardware"** refers to hardware delivered as part of the delivery of the Software Products.
- o) **"Implementation Services"** refers to setup, installation test, commissioning test and similar services related to the Software Products.
- p) **"Incident"** refers to (i) any single event, or (ii) any set of events, resulting in Downtime;
- q) **"Intellectual Property Rights"** refers to, but shall not be limited to, any patent, registered design, copyright, trademark, trade secrets and any other intellectual or industrial property rights as well as the right to apply to register any of the mentioned rights.
- r) **"Kiona"** refers to the company in the Kiona group specified in the Quote unless otherwise specified in these General Terms and Conditions.
- s) **"Kiona Support"** refers to the entry point for all Incidents and Service Requests;
- t) **"Kiona Solution"** refers to the delivery of Software Products and/or Services by Kiona under the Quote.
- u) **"Main Terms"** refers to these main terms.
- v) **"On-Premise Software Product(s)"** refers to Kiona's on-premise Software Products, i.e. software installed at customer premises, and the associated documentation to said products.
- w) **"Operation Services"** refers to hosting, operation and maintenance of the SaaS Products.
- x) **"Partner"** refers to a Kiona certified Partner.
- y) **"Permitted Downtime"** shall have the meaning set out in Clause 7 of Appendix 3.
- z) **"Problem Classification"** shall have the meaning as set out in Clause 5.1 of Appendix 3.
- aa) **"Quote"** refers to the online or physical offer form, or other ordering document or agreement, entered into between Kiona and the Buyer, specifying Kiona's delivery of Kiona Solutions.
- bb) **"Representative"** shall have the meaning specified in Clause 5 of the Main Terms.
- cc) **"SaaS Product(s)"** refers to Kiona's Software-As-A-Service-products, i.e. typically software delivered through a cloud solution.
- dd) **"Scheduled Downtime"** refers to a period of Downtime related to network, hardware, or maintenance or upgrades, of which Kiona will notify the Buyer in advance.
- ee) **"Service Levels"** refers to service level requirements set forth in this service level terms which apply to the Software Products, as further specified in Appendix 3.

- ff) **"Service Request"** refers to a query for any support or activity related to an Incident or to other support matters, such as a request for assistance, access, information, data inquiry or audit inquiry.
- gg) **"Services"** refers to the delivery of access to the Software Products, including delivery of Hardware, Implementation Services and Operation Services, as further detailed in the Appendices.
- hh) **"Software Products"** refers to Kiona's software products, including but not limited to, Edge, Energinet, IWMAC and Web Port.
- ii) **"Sub-contractor"** refers a sub-contractor used by Kiona to deliver the Services to the Buyer, the Sub-contractor being either a Partner or other third party.
- jj) **"Subscription Fee"** refers to the fee for gaining access to the Software Products as further specified in the Quote.
- kk) **"Subscription License"** refers to the subscription license purchased by the Buyer to access and use the Software Product.
- ll) **"Total Fees"** refers to the fee to be paid by the Buyer under the Agreement for the delivery of the Kiona Solutions.

3 **CONTRACTUAL DOCUMENTS AND ORDER OF PRECEDENCE**

The following contractual documents shall apply between the Parties and constitute the entire Agreement between the Parties with respect to the Kiona Solutions:

- 1 The Quote
- 2 General Terms and Conditions (these Main Terms)
- 3 Software Product Terms, Appendix 1,
- 4 Services Terms, Appendix 2,
- 5 Service Level Terms, Appendix 3,
- 6 Data Processing Terms, Appendix 4.

In case of any discrepancy or conflict between the contractual documents, they shall apply in the same order of priority as above listed, provided that the Data Processing Terms shall take precedence for matters pertaining to Kiona's processing of personal data on behalf of the Buyer.

The Agreement shall be the exclusive terms and conditions governing the contractual relationship between the Parties, regardless of whether other terms and conditions are referred to in the Buyer's purchase order, order confirmation or in other correspondence, unless such terms and conditions have explicitly and in writing been accepted by Kiona.

The Agreement shall only apply to the current version of the Kiona Solutions made available to the Buyer. The Buyer shall be obligated to use such current version of the Kiona Solutions when made available by Kiona.

4 OFFER, ACCEPTANCE

By placing an order for Kiona Solutions, the Buyer has entered into a binding Agreement with Kiona, and has accepted the terms and conditions of this Agreement.

A Quote is an offer to the Buyer by Kiona to enter into an Agreement for the Kiona Solutions described in the Quote. An offer from Kiona shall be valid for thirty (30) days from the date Kiona sends the Quote to the Buyer, unless otherwise specified in the Quote.

The Quote will be deemed accepted by the Buyer as soon as the Buyer accepts in writing by signing the Quote or issuing an order confirmation or otherwise accepting the Quote within any deadlines set by Kiona.

The Buyer may not change or cancel any purchase after it has been received by Kiona unless Kiona has agreed in writing to such change or cancellation, other than pursuant to the termination terms in this Agreement.

5 REPRESENTATIVE

The Buyer shall appoint a representative in charge of the Party's performance of its obligations under the Agreement (the "**Representative**").

Unless otherwise agreed, the Representative shall be authorized to act for and on behalf of the Buyer in relation to the Agreement, including the necessary authority to issue instructions as may be necessary for the performance of the Agreement.

6 SCOPE OF DELIVERY

The scope of the Kiona Solutions is specified in the applicable Quote. Kiona shall not be obligated to provide the Kiona Solutions to the Buyer other than as specified in the applicable Quote.

If the Buyer is a Kiona certified Partner, the Partner may market and sell the Kiona Solutions to End Customers unless otherwise specified by Kiona. If Kiona Solutions are provided by a Partner to an End Customer, this shall be a separate agreement between the Partner and said End Customer, and Kiona shall not have any contractual obligations to the End Customer for the delivery of these solutions unless Kiona has accepted in writing to having such contractual obligations.

7 VARIATIONS

The Parties may agree to variations in the Kiona Solutions. Such variations may include changes in the quality, nature, performance or increase of scope of the Kiona Solutions. Kiona shall not be obliged to perform the variation until the consequences (e.g. price and schedule effect) of the variation are agreed in writing between the Parties.

To the extent that Kiona has complied with any informal request (whether in writing or otherwise) from the Agreement, which in the reasonable opinion of Kiona represents a variation, and which has a cost and/or time consequence on the part of Kiona, such performance shall be according to the applicable prices and rates of the Agreement.

8 SUB-CONTRACTORS

Kiona may sub-contract all or any part of its obligations under the Agreement to a Sub-contractor provided that the Buyer has received prior written notice.

Kiona shall not be responsible or liable for sub-contractors selected or appointed by the Buyer, which in any event shall be subject to Kiona's prior written consent.

9 PRICING AND PAYMENT TERMS

9.1 Total Fees

The Buyer shall pay the fee for the Kiona Solutions as specified in the Quote. The total fee for Kiona's delivery under a Quote is referred to in this Agreement as the "**Total Fee**".

Unless a fixed fee for Services is agreed upon in the Quote, the fee for the Services shall be based at any one time applicable hourly service rates provided by Kiona. Any Service work done outside normal working hours will be charged as overtime at the rates specified by Kiona.

Unless otherwise agreed in writing, all of Kiona's travel expenses, as well as time spent by Kiona's personnel on travel and waiting time during normal working hours for which Kiona is not responsible, shall be paid by the Buyer.

All fees are exclusive of sales-, import-, value added (VAT), or similar taxes and duties, whether imposed currently or in the future. Such taxes shall be the responsibility of, and be paid by the Buyer. If any VAT is chargeable, the Buyer will pay to Kiona (in addition to and at the same time as paying that amount or if charged in the future, at that future date) an amount equal to the amount of that VAT and/or similar taxes and duties.

Unless otherwise specified in the Quote, all fees are EXW in accordance with the INCOTERMS in force at the formation of the Agreement, at the place specified by Kiona.

If the Buyer does not pay the agreed fee for the Kiona Solution within two weeks from the due date, Kiona is entitled to terminate the purchase. In such case the Buyer shall indemnify Kiona for any damages, losses or costs resulting from such termination.

9.2 Payment

The Buyer shall pay the Total Fee without any set-offs or deductions.

Payment shall be made in such currency and according to such payment schedule as set out in the Quote to the bank account set out in Kiona's invoice, within 30 (thirty) days following the date of the invoice. Invoices will be sent electronically.

The Buyer shall pay interest on overdue payments from the maturity date until the actual date of payment in accordance with applicable law. The Buyer shall pay Kiona all costs related to the collection of overdue amounts, including reasonable attorneys' fees.

Any deliveries under the Agreement shall be Kiona's property until Kiona has received payment in full. Kiona has a sales deposit for deliveries until Kiona has received full payment.

9.3 Price adjustments

Prices are based on the applicable standard price list at all times, unless otherwise agreed in the Quote.

Kiona standard price lists are updated periodically, no more than twice a year under the Agreement. The basis for price changes will be changes in the general cost level, including, but not limited to, exchange rates and import- and duty rules, price changes for third party products and services, extended functionality, and non-standard upgrades to the Kiona Solutions.

In the event of non-standard prices have been agreed, Kiona reserves the right to make price adjustments under the Agreement. Unless agreed, changes in prices shall not exceed prices in Kiona's standard price lists. Kiona shall inform the Buyer about any price changes in writing, either as information in the invoice or by other method in advance, if possible or applicable.

10 INTELLECTUAL PROPERTY RIGHTS

Kiona retains all Intellectual Property Rights to the Kiona Solutions. Nothing in this Agreement shall be construed to transfer any Intellectual Property Rights from Kiona. The Software Products are licensed pursuant to the terms and conditions of this Agreement. The Buyer shall not have the right to have access to or receive copies of the source code.

The Buyer shall not modify, change or further develop the Kiona Solutions without Kiona's prior written consent. Such modifications, changes and/or further developments shall be considered as Intellectual Property Rights pursuant to this Agreement and be owned by Kiona, and Buyer undertakes to take all necessary steps to ensure that all such Intellectual Property Rights are transferred to Kiona.

To the extent the Buyer provides any suggestions or comments related to the Kiona Solution, Kiona shall have the right to retain and use any such suggestions or comments in current or future products or services, without the Buyer's approval or any compensation.

11 LIMITATION OF LIABILITY, INDEMNITY

The Buyer shall be responsible for ensuring that its personnel – or equivalent third parties – have adequate competence and knowledge to operate and serve the Kiona Solutions.

The Buyer shall indemnify and hold Kiona harmless against any and all losses, liabilities and damages (including reasonable attorneys' fees) suffered or incurred by Kiona by reason of any claim arising out of or relating to (i) the Buyer Data; (ii) the Buyer's use of the Software Products, including any output or other results produced by such use; and (iii) the Buyer's breach of this Agreement. This shall include any losses, liabilities and damages towards any third party.

Kiona shall not in any event be liable for indirect and consequential losses and damages. Indirect and consequential losses and damages include, but are not limited to: loss of earnings, loss of data, loss of profits, loss of use, loss of opportunities, loss due to pollution and loss of production.

In no event shall Kiona's aggregate liability to the Buyer under this Agreement exceed the amount paid by the Buyer for the relevant Kiona Solution (whether Software Products or Services) to Kiona during the 12 (twelve) months period immediately preceding the date the claim has been established.

12 CONFIDENTIALITY

The receiving Party undertakes to not disclose or reveal any information (regardless whether in oral, written, electronic or other form), without the disclosing Party's prior written consent, regarding the disclosing Party's business which may be considered a trade or professional secret ("**Confidential Information**"), or otherwise use such Confidential information for any purpose other than for the receiving Party's performance of its obligations under this Agreement.

Information about the Software Products shall be considered Kiona's Confidential Information.

The parties shall take necessary precautions to ensure that unauthorized persons do not gain access to or become aware of Confidential Information.

This confidentiality obligation shall not apply to information the receiving Party can prove is learned of in a manner other than through this Agreement, or which is public knowledge. Nor does this confidentiality undertaking apply when the receiving Party is required to disclose information in accordance with any law, enactment, stock market regulation or decision by governmental authorities.

The confidentiality obligation shall not prevent the Parties from making use of general experience and expertise gained in connection with the implementation of the agreement.

13 FORCE MAJEURE

A Party shall be discharged from liability for a failure to perform an obligation under this Agreement due to circumstances beyond the Party's control. Circumstances giving rise to such discharge may be war or consequences of war, restrictions by public authorities, fire, strike, blockade, prohibition, defects, pandemics, epidemics or other similar events, provided that the affected Party immediately gives written notice to the other Party of such event ("**Force Majeure Event**").

If performance of significant parts of the Agreement is prevented for more than three (3) months due to a Force Majeure Event, the other Party shall be entitled to terminate the Agreement with immediate effect. Neither Party shall have any liability to the other Party as a consequence of termination of the Agreement due to a Force Majeure Event.

14 ANTI-CORRUPTION, ANTI-BRIBERY AND TRADE SANCTIONS

The Buyer shall comply with all laws and regulations relating to anti-bribery, anti-corruption, and trade sanctions applicable to the Buyer's and Kiona's business.

As part of this compliance, the Buyer shall not be involved in any offering, promising, giving and/or receiving of any undue or improper payment, gift or other advantage to or from any person or government official in a manner contrary to such laws and regulations. The Buyer shall not perform any action related to this Agreement with companies or persons subject to sanctions imposed by either Norway, the EU, the UK or the United States or other applicable jurisdictions.

The Buyer shall on request, prior to the Parties entering into the Agreement, have filled out a KYC form sent by Kiona. If the KYC form has not been filled out prior to entering into this Agreement, the Buyer shall on Kiona's request fill out the form without undue delay.

The Buyer shall promptly report to Kiona if the Buyer becomes aware of any breach under this Clause or if the Buyer has reasonable grounds to believe that any such breach has occurred. The Buyer shall cooperate in good faith with any investigations which Kiona may seek to initiate to determine whether any breach has occurred.

Any breach of the obligations under this Clause shall constitute a material breach of the Agreement and shall give grounds for immediate termination.

15 CYBER SECURITY

The Buyer shall have established and maintain satisfactory technical and organisational security measures (such as, but not limited to, firewalls, authentication measures, data encryption, anti-virus/endpoint protection software, etc.) to protect the Kiona Solutions used in connection with Buyer's systems and interfaces, against any security compromises, breaches, unauthorized access, interference, instructions, corruption, destruction, data leakage and/or theft of data or information. The Buyer shall immediately report any security compromises, breaches, unauthorized access, interference, instructions, corruption, destruction, data leakage and/or theft of data or information to Kiona.

The Buyer shall be responsible for carrying out necessary upgrades and securing its own technical platform, if this is required for the Kiona Solutions to work as agreed. The Buyer shall be responsible for implementing, as well as maintaining and routing the network traffic in a secure manner in the local network and the connection to Kiona's central server.

16 PRIVACY AND DATA PROTECTION

In order to provide the Kiona Solution, Kiona may collect and use certain personal data concerning the Buyer and the Buyer's personnel. Further information on how Kiona processes personal data may be found in our privacy policy, available at [kiona.com "Trust Centre"](https://kiona.com/Trust-Centre).

In the event that Kiona is processing personal data under the Agreement on the Buyers behalf, Kiona shall comply with its obligations as a data processor as set out in applicable data protection laws and Appendix 4 (Data Processing Agreement) to the Agreement.

17 OWNERSHIP AND USAGE RIGHTS TO BUYER DATA

The Buyer shall own the Buyer Data uploaded to the Kiona Solutions. All data which is not Buyer Data shall in any event belong to Kiona.

If possible, Kiona shall on request from the Buyer assist in transferring Buyer Data to a third party service. Such assistance shall be provided as an additional service and invoiced on a hourly basis unless otherwise agreed between the Parties in writing.

Kiona shall have the right to use anonymized Buyer Data collected from sensors, instruments, data collectors or other devices constituting the Kiona Solutions for its own purposes, including, but not limited to, supporting, developing, marketing and selling its products and services. Kiona shall own any enrichment, report or derivative work developed or derived by Kiona from such anonymized Buyer Data. Kiona undertakes not to supply third parties, without the Buyer's consent, information derived from the Buyer in non-anonymized form.

In the case of a transfer of Kiona's service, Kiona has the right to have an acquirer take over the information.

Kiona's right to use Buyer Data pursuant to this Clause shall survive the termination or expiration of the Agreement. Kiona has no obligation to retain any Buyer Data which is collected via the Kiona Solutions and such data be irretrievably deleted following the termination of the Agreement.

18 AUDIT

During the Agreement and for a period ending three 3 (three) years thereafter, Kiona or its duly authorised representative shall have the right to audit and verify the Buyer's records, books and accounts relating to any clause of this Agreement under which the Buyer has obligations which is capable of being verified by audit, including the security requirements.

The Buyer shall cooperate fully with the auditors. Kiona will conduct any audit in a manner which will keep to a reasonable minimum any inconvenience to the Buyer.

19 BUYER SUSPENSION

Kiona shall have a right to suspend the performance under the Agreement if it is reasonably clear from the circumstances that the Buyer will not be able to perform its contractual obligations, including, but not limited to, the lack of payment of the Total Fee. Kiona shall provide advance notice to the Buyer of any such suspension.

20 TERM AND TERMINATION

20.1 Term and termination

Unless otherwise agreed in writing, the Agreement enters into force on the date it is signed by the Parties and shall remain in force until terminated by a Party pursuant to this Clause.

The duration of the Agreement, including any Subscription License, shall be a minimum of 12 (twelve) months calculated from the delivery date of the Kiona Solution, unless otherwise specified in this Agreement.

After the initial Agreement period, the Agreement shall be renewed automatically for a 12 (twelve) month period or longer if agreed, unless it is terminated with a 3 (three) months written notice calculated from the 1st (first) day the month following the termination notice.

If the Agreement includes Services, such Services may only be terminated if Kiona has committed a material breach of the Agreement in accordance with *litra b)* below.

This Agreement may be terminated by a Party for cause immediately upon the occurrence of and in accordance with the following:

- a) Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party upon the occurrence of any of the following events: (i) a receiver is appointed for either Party or its property; (ii) either makes a general assignment for the benefit of its creditors; (iii) either Party commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief law, which proceedings are not dismissed within sixty (60) days; or (iv) either Party is liquidated or dissolved without a successor.

- b) Either Party may terminate this Agreement in case of material breach, provided that the terminating Party has granted the other Party a thirty (30) day deadline to rectify the breach if such rectification is possible.

20.2 Consequences of expiry of the Agreement

Termination shall not alter or terminate any of the Parties' obligations under any Clause of this Agreement that by its nature extends beyond termination. The Parties agree to cooperate in good faith to minimize the negative impact to both Parties.

Following termination, any licenses granted to the Buyer for Software Products shall terminate automatically and the Buyer shall cease any further use of the Software Products. Any Hardware leased or otherwise borrowed by the Buyer shall be returned to Kiona without undue delay.

A Party shall immediately, upon request from the other Party, return or destroy all property and materials containing Confidential Information of said other Party.

Upon termination of the Agreement for any reason, the Buyer shall immediately pay to Kiona all of Kiona's outstanding unpaid fees, including, but not limited to, Subscription Fees.

21 MISCELLANEOUS

21.1 No joint liability

The Parties shall remain independent entities and responsible for its own employees. Nothing herein shall be deemed to constitute, create, give effect or otherwise recognise a joint venture, agent relationship or other legal entities of any kind.

Neither Party shall have any authority to act on behalf of the other Party in any matter, unless otherwise agreed in writing.

21.2 Product information

All information and data contained in general product documentation, such as in presentations, brochures or web pages, and price lists shall be binding only to the extent that they are by reference in writing expressly included in the Agreement.

21.3 Buyer reference

Kiona shall be entitled to use the Buyer's name and other public details about the Buyer as a reference in connection with the marketing and sale of the Software Products and Infrastructure Services.

21.4 Waiver and Modification

Failure by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Any waiver, amendment or other modification of any provision of this Agreement will be effective only if in writing and signed by the Parties.

21.5 Severability

If for any reason a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect.

21.6 Assignment

The Buyer may not without the prior written consent of Kiona, assign or transfer any part of its rights and obligations under the Agreement.

Kiona shall have the right to assign or transfer any part of its rights and obligations under the Agreement.

21.7 Entire agreement, changes

This Agreement replaces any other preceding agreement between the Parties on the subject and shall constitute the entire agreement between the Parties. No addition or modification to this Agreement shall be valid unless made in writing and signed by the Parties.

21.8 Governing law

This Agreement shall be exclusively governed and construed in accordance with the laws of Norway without regard to principles of conflicts of law.

Any dispute arising in relation to or as a consequence of the Agreement, which cannot be settled through negotiations between the Parties, shall be brought exclusively before the courts of Trondheim, Norway.

The Parties may alternatively agree that the dispute shall be resolved with final effect through arbitration.

Appendix 1: Software Products Terms

1 INTRODUCTION

This Appendix 1 sets forth the specific terms applicable for Kiona's delivery of Software Products (the "Software Products Terms"). The Software Products Terms shall apply for the delivery of Software Products in addition to the Main Terms.

2 ACCESS AND USE OF THE SOFTWARE PRODUCTS

2.1 The Subscription License

In consideration of the Subscription Fee, Kiona grants to Buyer a non-exclusive, non-transferable, fully revocable and limited license to permit Authorized Users to access and use the Software Products as specified in the applicable Quote.

If On-Premise Software Product(s) forms part of the Software Products, Kiona grants to Buyer a non-exclusive, non-transferable, fully revocable and limited right to permit the Buyer to install a single instance of the On-Premise Software Product on one computer. If such On-Premise Software Product is installed on Hardware delivered by Kiona, then the On-Premise Software Product shall only be used on such Hardware unless otherwise agreed in writing by Kiona.

2.2 Documentation

The Subscription License shall include standard product documentation for the Software Products.

All user manuals are made available in electronic format for downloading or by email to the Buyer. The Buyer shall be responsible for updating the user manuals in accordance with the current version of the Software Products provided by Kiona.

2.3 Sub-license

The Buyer shall not sub-license its rights and obligations under these Software Products Terms without Kiona's written consent, with the exception that Partners shall have the right to sub-license the Software Products to their End Customers unless otherwise specified in writing.

In case of sub-licensing, the Buyer shall in any event ensure that an agreement is entered into with an End Customer, which is equally strict as these Software Products Terms. Kiona shall have accepted the content of the End Customer license agreement prior to such agreement being entered into between the Buyer and its End customer.

2.4 Restrictions

The Buyer may not, directly or indirectly permit or authorize third parties (including without limitation, any Authorized Users), to (a) use the Software Products for any other purpose than set out in these Software Products Terms; (b) use the Software Products beyond the scope of the Subscription License and/or capacity purchased; (c) alter, modify, translate, copy, reproduce or create or prepare derivative works of Software Products, or make any attempt to do so; (d) decompile, disassemble, translate or otherwise reverse engineer the Software Products; (e) allow other than Authorized Users to access or use the Software Products, unless

upon Kiona's prior written consent; (f) transfer, resell, sub-license or assign the right to use the Software Products to another individual or entity without Kiona's written consent; (g) attempt to gain unauthorized access to any portion or feature of the Software Products, or any other systems or networks connected to the Software Products, by hacking, password "mining" or any other illegitimate means; (h) "frame" or "mirror" the Software Products or any portion of it on any other server or device then prescribed by Kiona without the prior written consent of Kiona, (i) use the Software Products to store or transmit infringing, libellous, or otherwise unlawful or tortious material; (j) use the Software Products in a manner that violates any local, national, foreign or international law, or to interfere with or disrupt the Software Products; and (k) violate any applicable laws or regulations, or the rights of any third party in connection with the use or access of the Software Products.

The Buyer shall neither use the Software Products for planning, constructing, maintaining, nor operating, directly or indirectly, of nuclear facilities, flight navigation, aircraft control, air traffic control and ground supported equipment, missile technology and facilities for weapons of mass destruction.

2.5 Upgrades

The Software Products Terms apply to modifications and updates to the original Software Products provided by Kiona. When the Buyer have upgraded the Software Products, the Buyer acknowledge that the Buyer may no longer use the Software products that formed the basis for the upgrade eligibility.

Kiona reserves the right to modify and change system requirements and the software specification for future versions of the Software Products, with reasonable prior notice. Kiona does not guarantee the Software Products' future compatibility with operating systems that are no longer maintained by the operating system software provider.

3 GENERAL OBLIGATIONS OF THE PARTIES

3.1 Buyer's rights and obligations

The Buyer shall assume and adhere to its obligations under these Software Products Terms in connection with its purchasing of Subscription Licenses from Kiona. Unless otherwise agreed in writing by the Parties, the Buyer is solely responsible for the use of the Software Products.

The Buyer shall use the Software Products only for legal purposes. The Buyer shall follow Kiona's instructions for the use of the Software Products.

The Buyer shall ensure that Buyer Data is in the agreed format, virus-free and does not contain any malware, and not in any other way capable of damaging or negatively affecting the Software Product.

The Buyer shall be responsible for its own analyses and actions taken in relation to the Buyer Data. The Buyer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, availability, confidentiality and ownership of all Buyer Data.

The Buyer shall be responsible for protecting its account passwords, i.e., the Buyer shall keep the accounts and authentication credentials providing access, secure and confidential.

The Buyer shall notify Kiona without undue delay about any misuse of its accounts or authentication credentials or of any security incident it may become aware of.

3.2 Kiona's rights and obligations

Kiona shall provide the Buyer with access to the Software Products in accordance with these Software Product Terms.

Kiona reserves the right to amend the Software Products without liability to the Buyer, if required by any applicable statutory or regulatory requirements.

Kiona shall provide Buyer with standard upgrades, provided the Buyer has a Subscription License or an upgrade agreement for an installed software. This does not include changes in configurations, adaptations and/or integrations for the Buyer as a result of standard upgrades. Other upgrades, as well as other services, including, but not limited to, add-on modules/functionality and Alarm Center services, shall be subject to agreement between the Parties.

If the Software Product is purchased as a one-time licence amount and without a specific upgrade agreement, Kiona will not provide any upgrade to such purchases.

Support requirements are regulated in the Service Level Terms in Appendix 3.

3.3 Exceptions

Kiona's obligations shall not include the following if not otherwise specified in the Quote:

- Adaptation to other software at the Buyer's disposal.
- Training of users of third party software (use, functionality, operation, including automation assistance) that is not provided by Kiona.
- Attendance at the Buyer's location for repair or maintenance of the web server or software.
- With the exception of the Edge product, service at the facility (plant) itself.
- Configurations, changes to overviews, or adjustments that are subsequently requested by the Buyer, and which are not included in the original agreement. Kiona may offer this on request.

4 PAYMENT

Access to the Software Products is subject to the Buyer's timely payment of the Subscription Fee.

Unless otherwise specified in the Quote, the Subscription Fee shall be in the form of an in advance yearly subscription fee.

5 WARRANTIES AND DISCLAIMERS

OTHER THAN AS EXPLICITLY STATED ABOVE, KIONA HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTEES, AND CONDITIONS OF ANY KIND, ARISING BY LAW OR OTHERWISE, WITH REGARD TO KIONA, INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS, WARRANTIES, GUARANTEES, AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND QUALITY OF SERVICE.

KIONA MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE CONTENT, EFFECTIVENESS, USEFULNESS, RELIABILITY, AVAILABILITY, TIMELINESS, QUALITY, SUITABILITY, ACCURACY OR COMPLETENESS OF THE SOFTWARE PRODUCTS OR THE RESULTS THE BUYER MAY OBTAIN BY USING THE SOFTWARE PRODUCTS OR THAT THE SOFTWARE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT IT IS COMPLETELY SECURE.

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Appendix 2: Services Terms

1 INTRODUCTION

This Appendix 2 sets forth the specific terms applicable to Kiona's delivery of Services (the "**Services Terms**"). The Services Terms shall apply for the delivery of Services in addition to the Main Terms.

This Appendix sets forth the specific terms applicable to Kiona's delivery of Services.

2 HARDWARE

2.1 Performance and delivery

Kiona shall deliver the Hardware in accordance with the requirements set out in the Agreement. The quality and quantity of the Hardware shall be as set out in the Agreement.

The Quote will specify whether the Hardware will (i) be delivered as a service ("Hardware as a Service") and be Kiona's property, or (ii) sold to the Buyer and be the Buyer's property.

The term of lease will be specified in the Quote if the Hardware is delivered as a service.

Kiona reserves the right to at any time make changes in the design or material of the Hardware where such changes are either required to ensure that the Hardware conforms with any applicable safety or other statutory requirements, or where such changes do not materially affect their quality or performance.

The Hardware shall be delivered as agreed between the Parties. If not otherwise specified in the Quote, delivery shall be EXW at the place named by Kiona in accordance with the INCOTERMS in force at the formation of the Agreement.

The Buyer shall inspect the Hardware on arrival as soon as possible. The Buyer shall be considered to have accepted the Hardware as being in accordance with the Agreement unless the Buyer has notified Kiona of any defect within 7 (seven) days following delivery of the Hardware.

Minor deficiencies which do not affect the efficiency of the Hardware shall not prevent acceptance of the Hardware.

2.2 Kiona's responsibilities

2.2.1 *Hardware as a Service delivery*

Kiona warrants that the Hardware will be free of defects in material and workmanship and will be in conformity with the agreed specifications for the duration of the leasing period.

Kiona shall provide service and maintenance of the Hardware in accordance with Kiona's policy.

Kiona shall, at its sole discretion, repair or replace any defects in the Hardware for which Kiona is responsible, which appears during the leasing period. The repair or replacement shall be performed within a reasonable time.

2.2.2 Sale of Hardware

Kiona warrants that the Hardware will be free of defects in material and workmanship and will be in conformity with the agreed specifications during the warranty period.

The warranty period for the Hardware begins on the agreed date of delivery and ends 1 (one) year from the date of delivery.

Kiona shall, at its sole discretion, repair or replace any defects in the Hardware for which Kiona is responsible, which appears during the Warranty Period. The repair or replacement shall be performed within a reasonable time.

Any replaced Hardware shall upon Kiona request be returned to Kiona at Kiona's cost. Replaced Hardware shall be Kiona's property.

2.2.3 Miscellaneous

Kiona shall not be responsible for normal wear and tear of the Hardware or the repair or replacement of a defect or error attributable to (a) external factors, e.g. accident, fluctuation of electricity or air-conditioning, damage caused by thunder, fire or water; (b) misuse of the Hardware or negligence or failure to follow the instructions for use, maintenance or cleaning of the Hardware; (c) installations, alterations, integrations or repairs made by the Buyer or a third party; (d) failure to comply with the specifications for the Hardware; (e) damage caused during delivery other than by Kiona; (f) use of the Hardware outside the indented, or as a result of software other than Kiona's is used; (g) deficiency due to that expired, outdated Hardware has not been replaced based on Kiona's recommendation, and (h) failure by the Buyer to act in accordance with its responsibilities. Kiona shall not be liable for defects caused by material received from the Buyer or because of specifications stipulated by the Buyer.

All claims shall be made in writing without delay and not later than 7 (seven) days after the Buyer discovered or ought to have discovered such defect. Defects to or shortage in the number of Hardware shall be reported immediately upon arrival of the goods to the carrier. The Buyer shall immediately take steps to prevent any defect from becoming more serious. If the Buyer fails to give notice within the time limits set out in this Clause, the Buyer shall lose the right to claim in respect of the defect or deficiency in the Hardware.

Kiona shall pay the cost of its personnel rectifying the Hardware, as well as any replacement Hardware. The Buyer shall pay the expenses for Kiona' personnel relating to transport, travel, subsistence allowances, travelling time, accommodation and other similar costs if the repair is not made at Kiona' premises. The Buyer shall give Kiona access to perform any rectification work and arrange for any intervention in equipment other than the Hardware on which re-performance shall be made.

2.3 The Buyer's responsibility

The Buyer shall secure and use the Hardware in a good and responsible manner and in accordance with the instructions provided by Kiona. This includes placing the Hardware in the environment specified by Kiona, or if no such specifications is made, in a normal environment for similar Hardware, meaning a vibration free environment with moderate temperate and amount of dust. The Buyer shall conduct regular supervision of the Hardware.

No other than the Software Products shall be installed on or used with the Hardware.

Unless otherwise agreed in writing, the Buyer shall be responsible for carrying out the necessary upgrades and securing its own technical platform, if this is required for Kiona Solutions to work as agreed.

The Buyer shall be responsible for implementing, as well as maintaining and routing the network traffic in a secure manner in the local network and the connection to Kiona central server.

The Buyer shall be responsible for ensuring that its personnel - or equivalent third parties - have adequate competence and knowledge to serve the Hardware.

The Buyer shall grant Kiona necessary access to the Hardware to provide repair and/or replacement works.

If the Hardware is leased by the Buyer, then Buyer shall not be entitled to at any time do any such things that may conflict with or otherwise jeopardize Kiona's rights and interests as owner.

If the Hardware is leased by the Buyer, then the Buyer shall remove and return the Hardware to Kiona at its own cost upon termination of the Agreement.

3 IMPLEMENTATION SERVICES

3.1 Performance and delivery

Kiona shall not perform any Implementation Services unless otherwise specified in the applicable Quote. This also applies to the work and costs of VPN or other customized network solutions for the facility.

If specified in the Quote, Kiona shall perform the agreed Implementation Services in accordance with the requirements as set out in the Agreement. Kiona will perform the Services in a workmanlike manner and with qualified personnel, in accordance with the guidelines and procedures set by Kiona. All Services shall be done by approved personnel.

Any date or period for completion stipulated or quoted by Kiona shall be considered as an estimate only and there shall be no express or implied time limit in completing any Implementation Services, unless otherwise agreed in writing.

The Implementation Services shall be provided remotely from Kiona's premises unless otherwise agreed. The Buyer shall provide Kiona access to its facilities if the Implementation Services shall be provided physically at the Buyer's site. If the necessary equipment required for the Implementation Services is not available at the agreed time, and it is not due to Kiona, then Kiona may demand (i) the completion date to be postponed and (ii) compensation for incurred costs and losses as a result. Buyer shall inform Kiona about all matters of importance that apply to existing systems and other conditions at the site.

The Buyer may use third-party infrastructure (e.g. sensors) approved by Kiona as part of the total solution to connect to the Software Products. In such case, the Buyer shall be responsible for providing Kiona with the information needed to connect to the Hardware as well as providing full access to any third-party API interface. Kiona shall not be liable for any third party deliveries under the Agreement or integration with third party equipment unless otherwise specified in the Quote. Kiona will not change/configure functions or regulated values on third party systems, unless this has been agreed in writing. Any assistance or work performed by Kiona outside the scope of Agreement shall be charged as extra work in accordance with Kiona's standard rates then in effect, and with this Agreement. Any such assistance or work is subject to Kiona's written acceptance.

The Buyer shall be considered to have accepted the Implementation Services as being in accordance with the Agreement unless the Buyer has notified Kiona of any defect within 7 (seven) days following the completion of the Implementation Services.

Minor deficiencies which do not affect the efficiency of the Services shall not prevent acceptance of the Services.

3.2 Warranty

Kiona warrants that, during the warranty period, the Implementation Services will be free of defects in material and workmanship and will be in conformity with the agreed specifications in the Agreement. The warranty period for Implementation Services begins on the last day on which the Implementation Services were performed and lasts for 6 (six) months.

Kiona shall not be liable for defects caused by circumstances which arise after the risk has passed on to the Buyer, e.g. defects due to faulty maintenance or maintenance not in compliance with Kiona's maintenance manual or manuals, incorrect installation or faulty repair by the Buyer, or to alterations carried out without Kiona's consent. Kiona shall neither be liable for normal wear and tear nor for deterioration. Kiona is not liable for defects caused by material received from the Buyer or because of specifications stipulated by the Buyer, or for work carried out by third parties.

All warranty claims shall be made in writing during the Warranty Period without delay and not later than 7 (seven) days after the Buyer discovered or ought to have discovered such defect. Buyer shall immediately take steps to prevent any defect from becoming more serious. If the Buyer fails to give notice within the time limits set out in this Clause, the Buyer shall lose the right to claim in respect of the defect or deficiency in the Services.

Kiona shall, at its sole discretion, repair or re-perform any defective Services which appear during the Warranty Period. The repair or replacement shall be performed within reasonable time. The Buyer shall give Kiona access to perform any rectification work and arrange for any intervention in equipment other than the Kiona Solution.

Kiona shall pay the cost of its service personnel re-performing the Implementation Services or parts thereof. The Buyer shall pay the expenses for Kiona's personnel relating to transport, travel, subsistence allowances, travelling time, accommodation and other similar costs if the re-performance is not made at Kiona's premises.

If Kiona does not replace defect or deficient Implementation Services within a reasonable time, the Buyer may demand a reduction in the purchase price corresponding to the defect or deficient Implementation Service, not to exceed 15 (fifteen) percent of the agreed price of the Implementation Services.

3.3 The Buyer's responsibility

The Buyer shall in a timely manner provide such supplies, services, documentation, data and other work necessary for Kiona to perform the Implementation Services.

If such supplies, services, documentation, data and other work is not prepared/functional or available at the time agreed, and it is not due to circumstances on Kiona's side, Kiona may demand compensation for incurred costs and losses as a result.

The Buyer shall inform Kiona about matters of importance that apply to existing systems and other conditions at the site relevant for the performance of the Implementation Services. The Buyer shall be responsible for the safety of Kiona's personnel at the Buyer's site.

4 OPERATION SERVICES

Kiona shall operate the SaaS Products as a hosted service unless otherwise specified in the Quote.

The SaaS Products shall be hosted by either Kiona or a cloud infrastructure provider of Kiona's choice. On request from the Buyer, Kiona shall inform how the SaaS Products are hosted.

The hosting services shall consist of the following, unless otherwise agreed in writing:

- a) managing the SaaS Products cloud-based hosting environment;
- b) operate the hosting environment to ensure availability in accordance with the Agreement;
- c) monitoring the SaaS Products environment for, and taking the necessary precautions to prevent, unauthorized attacks;
- d) provide storage and secure backup of structure and data. Data older than 3 years may be removed unless a separate data storage agreement is made for this.

If an automated alarm service is part of the Kiona Solution, the Buyer shall be responsible for managing the recipients of alarms. Typically the alarm recipients are defined as on-duty personnel through a shift list scheme, in addition to any other recipients selected by the Buyer. Kiona shall not be liable for any action or lack of action on the basis of sent alarm, or for any failed service performance of the internet, telecommunication or electricity providers.

The maintenance services shall consist of the following, unless otherwise agreed in writing:

- a) troubleshooting and rectification of errors in the SaaS Products;
- b) maintaining any agreed Buyer-specific configurations etc. (if any);
- c) preventative maintenance and other assistance

Kiona shall implement and maintain adequate organizational and technical measures to ensure the security of the SaaS Products.

Unless otherwise specified in the Quote, Kiona shall provide the following additional services in accordance with Kiona's policy:

- Web-based interface access
- Remote access, where applicable, to multiple properties/units
- Application monitoring
- Guidance on creating and maintaining passwords and users
- Troubleshooting in data files or software, for example after outages
- Security updates and bug fixes

- SSL Certificate / HTTPS
- Options from Kiona's product portfolio

Kiona shall provide support in accordance with the Service Level Terms in Appendix 3.

The Buyer shall have the sole responsibility for the content and Buyer Data that is uploaded in the SaaS Products.

5 OTHER SERVICES

5.1 Data subscription

If specified in the Quote, Kiona will deliver a mobile data subscription as part of the Kiona Solution. The Agreement will then include the agreed monthly data subscription cost. Significant costs beyond what is described in the Agreement will be post-invoiced.

The data subscription shall only be used for the Kiona Solution provided by Kiona. Hardware provided by Kiona will be delivered with measures to prevent misuse of the data subscription.

Use of the data subscription for solutions other than the agreed Kiona Solutions shall be considered a breach by the Buyer. The Buyer shall be responsible for any costs associated with such a default.

Kiona shall be responsible for the service being delivered in accordance with the mobile data operator current service level.

5.2 Open API/Data sharing

The Agreement does not include the data sharing/open API module unless this is specified in the Quote.

The module will give the Buyer access to the agreed amount or frequency of data.

Kiona shall not be liable to any third party for the use of data, including, but not limited to, interpretation of data and use of data in add-on services provided by such recipient.

The module does not include monitoring, support and maintenance of such data collection, unless this is specified in the Quote.

5.3 24/7 Alarm Center

5.3.1 Content and scope of services

The manned Alarm Center 24/7 Services shall be applicable only if explicitly ordered and paid for. The Alarm Center 24/7 Services includes Kiona committing to provide a round-the-clock monitoring service and follow up triggered alarms, in accordance with the agreed scope. Unless otherwise agreed, this shall include investigating the cause of alarm, assessing measures, and if necessary contacting the Buyer and/or the Buyer's service personnel according to the on-duty list. Kiona assesses whether the alarm is critical and recommends action, or if any action can wait until the next working day.

Kiona undertakes to perform this Alarm Center 24/7 Services in a professional manner with employees who are qualified and competent for the purpose.

Alarms that are disproportionately alarmed, components that cause consequential errors or other technical errors that need to be rectified, can be deactivated by Kiona until the situation has been rectified by the Buyer. The Buyer will be notified as such circumstances arise, without undue delay.

5.3.2 Limitations

Kiona shall not be held responsible if the Buyer/duty alarm receivers are not available when needed.

Kiona shall not be held responsible if the systems are out of order from electricity, telecommunications, internet service providers or similar

5.3.3 Buyer's responsibility

The Buyer undertakes to keep the on-duty list updated.

The Buyer shall be obliged to inform Kiona of any changes/work/services in progress or made at the relevant facility that have or may affect Kiona's performance of the Alarm Center 24/7 Services. This also includes notification to Kiona on blocked alarms where the cause has been rectified.

Appendix 3: Service Level Terms

1 INTRODUCTION

Subject to the Buyer paying the Subscription Fee, and unless otherwise specified, these service level terms and conditions sets out the Service Levels for the Software Products provided by Kiona to the Buyer (the "**Service Level Terms**").

The Buyer shall be responsible for ensuring that the Buyer's obligations as a licensee under this Agreement are carried out either themselves or through a Kiona Partner.

2 KIONA SUPPORT

2.1 Support Desk

Kiona Support shall be available for the Buyer's personnel to contact concerning any Service Requests.

Kiona Support is available through web contact form and/or email and is remotely provided through phone, email, and screen sharing. On-site visits to the Buyer are not included.

The Kiona Support will be available during Business Hours, with the exception of the IWMAC Product where the Kiona Support will be available on a 24/7 basis unless otherwise specified in the Quote.

3 THE PARTIES' OBLIGATIONS

3.1 The Buyer's obligations

The Buyer shall send Service Requests as specified in clause 2.1.

The Buyer shall do the following in connection with sending Service Requests:

- Isolate the cause of the Incident (if possible)
- Document/communicate Incident symptoms
- Reproduce steps (if possible)
- Proposal for Problem Classification (e.g. urgency of the Incident)
- Describe the Incident and how it affects the functionality of the Software Products
- Describe the licensing system platform, product version and configuration (for software)
- Test and provide feedback to Kiona on the proposed solution

3.2 Kiona's obligations

Kiona shall do the following in connection with receiving Service Requests:

- Registration of the problem
- Classification of the problem

- Development of an activity plan
- Development of alternative approaches
- Proposal for problem resolution
- Distribution of the Incident solution to the Buyer
- Necessary follow-ups

Kiona shall use commercially reasonable efforts to achieve the Service Levels set out in these Service Level Terms. Kiona makes no other warranties or representations regarding service levels for the Software Products.

The Buyer is aware that Kiona has limited capabilities to provide support in an external environment on the Buyer's server. Support hours and understanding of how the Buyer has installed and added other software features without Kiona's involvement may restrict the support, along with the ability to remotely connect, for example, via VPN.

4 PROBLEM LEVELS

4.1 Problem Classification

Service Requests shall be classified into the problem levels specified in this Clause:

The purpose of the classification is to enable the support organization to prioritize and allocate resources to incoming problems appropriately. This is important because higher priority problems are handled before other lower-priority problems which impacts the speed of handling the case.

4.2 Response Time/Acknowledgment

Response time or acknowledgement is defined as the time between the Buyer sending a complete report of an Service Request and Kiona confirming receipt and initiating handling according to this Service Level Agreement.

Kiona may request additional information if the information in a Service Request is incomplete and prevents Kiona from resolving the matter. The acknowledgement time is adjusted based on the time taken for providing additional information.

4.3 Definitions of Problem Levels and Resolution

Problems are categorized into four levels with corresponding priorities.

Priority	Description
Urgent	A critical issue that significantly impacts essential functionalities for multiple customers. Urgent issues shall be promptly addressed by Kiona and given the highest priority in resolving the reported matter.
High	A critical issue that significantly impacts essential functionalities, but is limited to individual customers. Resolution for such issues must be included in the current or upcoming sprint.

Medium	Minor issues or malfunctions that occur infrequently or have a workaround. These can be deferred and addressed during the prioritized planning of future development sprints.
Low	Minor aesthetic issues, problems with available workarounds, or suggestions that pertain to subjective preferences.

After the initial categorization the problem can be recategorized during processing.

Response time shall be based on Business Hours. Resolution target times for above priorities:

Priority	Response time	Resolution target time
Urgent	1 hour	8 hours
High	4 hours	14 days
Medium	8 hours	2 months
Low	32 hours	6 months

5 DEVIATION COMMUNICATION

From time to time, Kiona may become aware of certain deviations which may affect the Software Products.

The Buyer will be informing depending on the type of deviation as decided by Kiona:

Scope	Communication
Critical, may include Downtime	Our contact person(s) at the Buyer will be contacted directly and/or notification to users will be made directly in the Software Product.
Known issues	Will be published on Kiona's Support pages
New functionality that can affect the use of the software	Will be published on Kiona's website and newsletter
New functionality, does not affect the use of the software, considered intuitive	Not always communicated

6 AVAILABILITY OF THE SOFTWARE SOLUTIONS

6.1 Availability

Kiona has a guaranteed uptime of 99.5% on its hosted Software Products.

6.2 Availability measurement

Kiona monitors the achieved Availability of the Software Products each calendar month (each a "**Period**"), based on data originating from the Software Product's hosting environment. The achieved Availability is the percentage of Availability Time during each Period that the Software Solutions is available, calculated as follows:

$$\text{Availability} = \frac{\text{Total minutes of Availability Time during the Period} - (\text{Downtime} - \text{Permitted Downtime})}{\text{Total minutes of Availability Time during the Period}} * 100$$

6.3 Availability default

If the achieved Availability during a Period is below the target Availability, Kiona shall use commercially reasonable efforts to restore and maintain the target Availability as soon as possible.

If the Software Products fails to meet the target Availability, Kiona shall if Buyer requests so in writing deduct from the next invoice to the Buyer the compensation set out in the table directly below:

Availability	Deduction in the monthly Subscription Fees for the Software Products
95.00% to 99.49%	5%
90.00% to 94.99%	10%
Less than 90.00%	15%

Kiona's obligations pursuant to this Clause shall constitute the Buyer's sole remedy with respect to any nonconformity with these Service Level Terms.

6.4 Measurement

Kiona reserves the right to utilize and implement any measurement and monitoring tools and procedures as it reasonably determines are required to properly measure Kiona's performance of the Software Solutions against the applicable Service Levels.

7 PERMITTED DOWNTIME

The following circumstances constitute Permitted Downtime, which Kiona may exclude from the Downtime upon the measurement of Availability:

- a) Downtime due to factors outside Kiona's reasonable control (for example, natural disaster, war, acts of terrorism, riots, cyber-attacks, government action, network or connectivity disruptions, or a network or device failure external to our data centres);
- b) Downtime in connection with Scheduled Downtime;

- c) Downtime resulting from the Buyer's (i) use of services, hardware or software not provided by Kiona under this Agreement, including, but not limited to, issues resulting from inadequate bandwidth or other related to third-party services; (ii) modifications or alterations in the Software Products, unless performed with the prior written consent of Kiona; (iii) failure to adhere to any required configurations, follow any policies for acceptable use or appropriate security practices, or use of the Software Products in a manner inconsistent with the features and functionality of the Software Products (for example, attempts to perform operations that are not supported) or inconsistent with Kiona's published guidance as well as the unauthorized action or lack of action when required, and (iv) use of Software Products features that are outside of support (i.e. no longer maintained by Kiona as a part of the Software Products).

8 UPGRADES

If specified in the Quote, Kiona shall provide to the Buyer all upgrades of the Software Product as soon as upgrades/versions are made available to the market.

9 OWNERSHIP

All software provided to Buyer under these , including without limitation all software upgrades, patches and similar, shall be deemed "Software Solutions" under the Agreement and shall be governed by the terms and conditions therein.

Appendix 4: Kiona Data Processing Terms

1 INTRODUCTION

These data processing terms (the "Data Processing Terms") set out the terms and conditions applicable to Kiona's Processing of Personal Data on behalf of the Buyer under the Agreement.

The Data Processing Terms shall take precedence over the Agreement, including any Appendices thereto and terms incorporated therein for matters pertaining to Kiona's Processing of Personal Data on behalf of the Buyer.

The data processing terms are defined in the Data Processing Agreement available at [kiona.com "Trust Centre"](https://kiona.com/Trust-Centre).