

ALVAO SaaS Terms

July 2026

These terms for software services (the "**Terms**") are entered into between the Customer and ALVAO and govern the conditions for providing the computer program or computer programs made available to the Customer over the internet as software as a service (SaaS) (the Online Application). These Terms become effective upon acceptance by the Customer and apply to all orders entered into under them.

1 Online Application

- 1.1 The Online Application is a computer program or computer programs made available to the Customer via the internet as software as a service (SaaS).
- 1.2 The Online Application is specified in the Business Proposal, which sets out in particular the products provided, any additional modules and the limits (parameters) of their use. The technical specification of the Online Application is set out in the Annex – Online Application Specification.
- 1.3 The Provider is entitled to change the specification of the Online Application, in particular to change existing functionalities, add new functionalities and remove existing functionalities. The Customer will usually be informed of changes to the specification of the Online Application in advance, for example through the Provider's website.

2 Entering into the Agreement

- 2.1 This article governs the manner of conclusion of the Agreement in cases where the Agreement is not concluded by signing a separate written agreement between the Parties.
- 2.2 If the Customer is interested in using the Online Application, the Provider or the Reseller will submit a Business Proposal to the Customer. The Online Application may also be ordered through a Marketplace; in that case, the order or order confirmation created in the Marketplace is deemed to be the Business Proposal.
- 2.3 If the Customer accepts the Business Proposal, the Provider will, before the Online Application Commencement Date, create one (1) Access Account with the highest level of permissions for the Customer and provide the Customer with its details, in particular the login credentials. Upon first login to this Access Account, the Customer will be prompted to accept these Terms.
- 2.4 Upon acceptance of these Terms by the Customer through the Access Account, the Agreement is concluded between the Customer and the Provider. The Agreement consists of the Business Proposal, these Terms, the annexes and Addenda listed in the Final Provisions, and any additional terms agreed in the Business Proposal.
- 2.5 The person accepting these Terms on the Customer's behalf represents that they are authorized to do so on the Customer's behalf. If this representation proves to be false, the accepting person will compensate the Provider for any damage caused thereby.

- 2.6 No Reseller is a representative of the Provider and is not authorized to enter into any agreement with the Customer on the Provider's behalf. The Parties to the Agreement are exclusively the Customer and the Provider. Neither the Reseller nor the Marketplace operator are parties to the Agreement; any role they may have in processing orders, payments, taxes and refunds is governed by the applicable Marketplace rules or by separate arrangements between the Customer and the relevant Reseller or Marketplace operator.

3 Access Accounts

- 3.1 Use of the Online Application is only possible through Access Accounts described in more detail in the Online Application Specification.
- 3.2 The maximum number of active Access Accounts (i.e., created Access Accounts through which the Online Application can be accessed), or any other limits on Access Accounts, are set out in the Business Proposal. If the maximum number of active Access Accounts is not specified in the Business Proposal, their number is not limited.
- 3.3 The Customer will ensure that Access Accounts are not aggregated (multiplexed), meaning that multiple persons (users) will not access the Online Application through a single (shared) Access Account, even on a one-time basis.
- 3.4 The Customer is responsible for securing all Access Accounts, including passwords and other elements used to access the Online Application. The Customer is further responsible for any use of the Access Accounts, including their use by third parties, regardless of how such third parties obtained access to the Customer's Access Accounts.

4 Service Level of the Online Application (SLA)

- 4.1 The Provider undertakes to provide the Online Application in accordance with the Service Level specified in the Business Proposal or, if not specified in the Business Proposal, determined in the SLA. Details, including the calculation of the Service Level, Service Credits and the conditions under which entitlement to a Service Credit arises, are set out in the SLA.

5 Support

- 5.1 The Provider will provide Support for the Online Application to the Customer to the extent specified in the Business Proposal. Unless the Business Proposal states otherwise, Support is provided from the Online Application Commencement Date for the term of the relevant Subscription. The Support Terms set out further details of the provision of Support, in particular the conditions and manner of its provision. If Support is not specified in the Business Proposal, the Provider is not obliged to

provide Support to the Customer. For the Free Plan, the scope of Support is governed by the Free Plan Terms.

- 5.2 The Customer will provide the Provider with all assistance necessary for the proper provision of Support.

6 Local Installations and the Online Application

- 6.1 During the term of the Agreement, the Customer may install on end devices Local Installations of products that are part of the Online Application, where the Provider technically permits this. These Local Installations are connected to data in the Online Application and enable work with them.
- 6.2 To use Local Installations, the Customer must ensure that the end devices on which the Local Installations have been installed are connected to the internet.
- 6.3 Upon termination of the Agreement, the Customer will promptly uninstall and remove all Local Installations from end devices and cease using them. The Customer will act in the same way if the scope of the Online Application provided changes and any of the products ceases to be part of the Online Application, in relation to the Local Installations of that product.
- 6.4 The Provider provides no warranties or guarantees regarding Local Installations.
- 6.5 Details regarding Local Installations and any limits on their use are set out in the Online Application Specification.

7 Change of Scope of the Online Application

- 7.1 The Customer may at any time request a change in the scope of the Online Application or the related parameters specified in the Business Proposal, in particular an increase in the limits or parameters of use, the provision of additional computer programs or supplementary modules of the Online Application, an increase in storage capacity, or a change in the scope of Support specified in the Business Proposal:
- (i) Based on the Customer's request, the Provider or the Reseller will send the Customer a Business Proposal for the requested change, which will include in particular the proposed price. The Provider may refuse the requested change.
 - (ii) The Customer will accept or reject the delivered Business Proposal within the acceptance period specified in the Business Proposal, otherwise no later than thirty (30) days from its delivery. If the acceptance period expires without acceptance, the Business Proposal lapses.
 - (iii) The accepted change becomes effective on the first day of the Monthly Period following the Customer's acceptance of the Business Proposal, unless agreed otherwise. The price will be adjusted according to the accepted Business Proposal.

- 7.2 If the Online Application was ordered through a Marketplace, changes under this article may also be made through the Marketplace or the relevant Reseller. Such change is effective in accordance with the relevant order or its confirmation.
- 7.3 Other changes to the scope of the Online Application or the related parameters specified in the Business Proposal are possible only by written agreement between the Parties.

8 Terms of Use of the Online Application

- 8.1 The Customer may use the Online Application in accordance with its purpose and only within the scope set out in these Terms.
- 8.2 The Customer may enable the use of the Online Application by third parties with whom it cooperates, in particular for the purpose of supporting the Customer's customers/clients and managing the Customer's suppliers. However, for enabling the use of the Online Application by third parties, the Customer must not require any consideration from such third parties, i.e., this must not constitute "reselling" of the Online Application. The Customer may further enable the use of the Online Application by members of the Customer's governing bodies, its employees, and persons in a similar position to employees, as well as Affiliates. For the purposes of these Terms, any act or omission of the persons listed above is deemed to be an act or omission of the Customer, for which the Customer is responsible in the same manner as if it had acted or omitted to act itself.
- 8.3 The Customer must not use the Online Application, or enable its use, for unlawful activities or for storing or disseminating information that is contrary to applicable laws. This includes, in particular, use for the following purposes:
 - (i) unlawful conduct, such as fraud, threats, infringement of copyright, infringement of trademark rights, or infringement of other intellectual property laws;
 - (ii) unlawful interference with the personal sphere of any person, in particular unlawful collection or storage of personal data or data attributable to such person.
- 8.4 The Customer must not use the Online Application in a manner that could cause damage to the Provider or third parties, or otherwise harm the Online Application. In particular, the Customer must not:
 - (i) attempt to gain unauthorized access to the Online Application or to other users' Access Accounts, obstruct access of authorized persons to the Online Application, or enable access to the Online Application by third parties not authorized to do so;
 - (ii) misuse the Online Application to attempt to gain unauthorized access to any other services, data, user accounts, or networks;
 - (iii) upload to the Online Application any files or programs that could destroy, damage, or otherwise negatively affect the functionality of the Online Application or other computer programs (e.g., viruses, worms, trojans);

- (iv) use the Online Application in situations where failure of the Online Application could result in death or serious injury, or serious damage to property or the environment; or
 - (v) act in a manner that assists or encourages any person to engage in the conduct described above.
- 8.5 The Customer may not create or otherwise obtain physical copies of the Online Application or its components, whether in machine or source code form. For the avoidance of doubt, the Parties agree that the preceding sentence does not apply to temporary copies of parts of the Online Application whose local storage is technically necessary to ensure remote access to the Online Application, to Local Installations, or to installations of local software components on the Customer's end devices in accordance with the Online Application Specification.
- 8.6 Full use of the Online Application by the Customer requires, in particular, stable and adequate internet connectivity, the required software and hardware configuration, and the supported platform set out in the Online Application Specification. Any guarantees and warranties of the Provider set out in these Terms are valid only provided that the Customer has the equipment referred to in the preceding sentence and uses it when using the Online Application. All costs of providing such equipment are borne by the Customer.
- 8.7 The Provider may suspend the provision of the Online Application if the Customer seriously or repeatedly breaches the terms of use of the Online Application set out in these Terms. If the Provider suspends the use of the Online Application, it will do so only to the extent reasonably necessary. The Provider will notify the Customer of the suspension of the Online Application for the above reasons in advance, except where it has reason to believe that the Online Application must be suspended immediately.
- 8.8 The Provider may allow the Customer to use the Online Application free of charge on a temporary basis for the purpose of the Customer's evaluation, whereby these Terms apply to the provision of the Online Application during the Trial Period with the following exceptions:
 - (i) during the Trial Period, the Online Application is provided free of charge;
 - (ii) the Trial Period lasts for the period set out in the Business Proposal; the Trial Period may be extended by written agreement of the Parties;
 - (iii) if no such notice is delivered within the stated period, the Agreement automatically converts into a paid Agreement. In that case, the Online Application Commencement Date, which marks the beginning of the first Monthly Period, means the day following the expiry of the Trial Period;
 - (iv) the Provider will create an Access Account for the Customer before the commencement of the Trial Period; if the Agreement converts to a paid Agreement, this Access Account and other Access Accounts of the Customer created during the Trial Period will be retained;
 - (v) the Customer may use the Online Application only to a limited extent in accordance with the limits set out in the Business Proposal;

- (vi) the SLA does not apply to the Trial Period; the Provider does not guarantee the availability of the Online Application or other parameters set out in the Business Proposal and the Online Application Specification, in particular storage capacity and backup retention period; the Customer cannot accrue a Service Credit or any other claim as a result of problems relating to the performance, functionality, or availability of the Online Application;
- (vii) the Provider is not obliged to perform backups of Customer Data and is not liable for any loss of Customer Data stored or processed during the Trial Period; the Provider is not obliged to make such Customer Data available to the Customer after termination of the Agreement;
- (viii) the Provider is not obliged to provide Support to the Customer and, if it voluntarily decides to provide it in a specific case, it is not obliged to comply with the conditions and manner of its provision set out in the Support Terms, in particular it is not obliged to comply with response times; Support is provided free of charge in such a case;
- (ix) The Customer may not enable the use of the Online Application or Support by the third parties set out in the preceding paragraphs;
- (x) the remaining provisions of the Agreement apply to the Trial Period only to the extent expressly required by mandatory legal provisions or to the extent their application is expressly agreed in the Business Proposal.

9 Compliance Verification

- 9.1 The Customer must, upon the Provider's reasonable request, provide the cooperation necessary to verify whether the use of the Online Application corresponds to the scope agreed in the Business Proposal. If the verification shows that the Customer uses the Online Application beyond the scope agreed in the Business Proposal, the Customer must pay the corresponding difference in price, unless agreed otherwise.

10 Third-Party Products

- 10.1 Products and services of third parties that are not part of the Online Application are governed by their providers' own terms. The Provider is not liable for them. Before using them in connection with the Online Application, the Customer will review the relevant third-party terms.

11 Free Plan

- 11.1 If a Free Plan is agreed in the Business Proposal or activated by the Customer's registration (e.g., by completing a registration form), the Provider provides the Online Application free of charge and only to the extent and with the limitations set out in these Terms and the Free Plan Terms.

12 Intellectual Property

- 12.1 The Provider owns all intellectual property rights to the Online Application, as well as to any works created or provided by the Provider in the course of providing the Online Application, in particular to computer programs, databases, trademarks, copyrighted works, graphics, and know-how. ALVAO is a registered trademark of the Provider in the Member States of the European Union and other countries.
- 12.2 The Provider, through the Agreement, grants the Customer a license to use the Online Application and other works created by the Provider in the course of providing the Online Application, under the following conditions:
- (i) the license is granted as non-exclusive, for the term of the Agreement, and limited by the terms of use of the Online Application set out in the Agreement.
 - (ii) the Customer may not process, modify, or otherwise alter the Online Application or other works created by the Provider in the course of providing the Online Application, whether in whole or in part.
 - (iii) the Customer may not sublicense, in whole or in part, to any third party. This is without prejudice to the Customer's right to enable the use of the Online Application by third parties.
 - (iv) the license also extends to any modifications, adjustments, or updates.
- 12.3 The Customer is not entitled to obtain the source code of the Online Application or other components of the Online Application in any manner (e.g., reverse engineering).
- 12.4 The Customer may not use the Online Application to create a competing product.
- 12.5 If a third party asserts a claim against the Customer on the grounds that the Online Application or its use in accordance with the Agreement infringes the intellectual property rights of such third party, the Customer will notify the Provider without undue delay in writing and will provide the Provider with reasonable assistance in defending or settling such claim.
- 12.6 The Provider may, at its option:
- (i) modify the affected part of the Online Application so that no infringement occurs, while preserving its substantial functional usability;
 - (ii) replace the affected part of the Online Application with a functionally equivalent solution; or
 - (iii) terminate the provision of the affected part of the Online Application and refund to the Customer a pro-rata portion of the prepaid Online Application Fee for the unused period relating to the terminated part of the Online Application.
- 12.7 The Provider is not liable for a third-party claim of intellectual property infringement to the extent that the third-party claim arose:
- (i) from use of the Online Application contrary to the Agreement, the documentation, or the Provider's instructions;
 - (ii) from combination of the Online Application with third-party products, services, data, or materials not provided by the Provider;

- (iii) from modification of the Online Application made without the Provider's consent; or
 - (iv) as a result of Customer Data, instructions, or other materials supplied by the Customer.
- 12.8 The above provisions on the defense of the Customer against third-party claims constitute, to the extent permitted by law, the exclusive contractual regime for third-party claims of intellectual property infringement of the Online Application.
- 12.9 If the Customer provides the Provider with any feedback, suggestions, comments, or proposals for the improvement or modification of the Online Application ("**Feedback**"), the Customer grants the Provider a non-exclusive, worldwide, perpetual, royalty-free license to use, modify, evaluate, incorporate, publish, and otherwise commercially exploit the Feedback for the purposes of development, operation, testing, improvement, and commercialization of the Online Application.

13 Customer Data

- 13.1 The Customer is responsible for all Customer Data. The Provider does not control Customer Data and is not liable for it. For the avoidance of doubt, the Parties agree that the Provider acquires no rights to Customer Data.
- 13.2 After termination of the Agreement, the Provider will provide the Customer with a ninety (90)-day export window during which the Customer may download a standard SQL database backup containing Customer Data, where such backup is available for the affected Online Application. The Provider is not obliged to perform data export on behalf of the Customer, transform data into another format, map data into the structure of a target system, ensure their import, migration, or verify their usability in another system. Any assistance beyond making the export window available and downloading the standard SQL database backup will be provided only if required by mandatory law, or if such assistance is expressly agreed in a separate written agreement.
- 13.3 If the Provider is required under law or under a binding decision of a court or other public authority to disclose Customer Data or any part of it to a third party, the Provider will inform the Customer within a reasonable time in advance, unless prohibited by law or a binding decision.
- 13.4 The notification and resolution of Security Incidents is governed by the DPA. The Provider acts in accordance with its standard security and operational procedures and is not obliged to provide detailed technical analyses, individually tailored reports, special remediation plans, or other extended assistance beyond those procedures, unless required by mandatory law.
- 13.5 Upon expiry of the export window, the Provider will irreversibly remove Customer Data from its active systems, unless a legal provision or a technically justified retention regime for backups and archives requires or permits otherwise. If Customer Data is contained in backups or archives that cannot be technically removed immediately, such data may be retained until the expiry of the regular retention cycle,

but during this period it will not be actively used, except in cases of recovery, security, compliance with legal obligations, or exercise or defense of legal claims.

14 Price and Payment Terms

- 14.1 The rules for determining the price and the payment terms differ depending on whether the Agreement was concluded on the basis of a Reseller's Business Proposal, the Provider's Business Proposal, or through a Marketplace, as follows:
- (i) if the Agreement was concluded on the basis of a Reseller's Business Proposal, the Customer must pay the price for the performance provided under the Agreement directly to the Reseller, under the terms set out in the Business Proposal, or as otherwise agreed in a separate arrangement between the Customer and the Reseller. In that case, the price and payment provisions below apply only where the Business Proposal or the separate arrangement between the Customer and the Reseller does not provide for different payment terms. When applying them, references to the "Provider" in these provisions mean the "Reseller". The provision on suspension of performance under the Agreement in the event of delay in payment of the price applies in any case;
 - (ii) if the Online Application was ordered through a Marketplace, the Customer must pay the price under the Business Proposal to the entity designated in the relevant ordering and payment flow, in particular the Marketplace operator, the Reseller or another authorized billing entity. Invoicing, payment collection, currency, due date, automatic renewal and other payment terms are in such case governed by the Marketplace rules and the terms of the relevant transaction. Taxes applicable to the relevant transaction are governed by applicable tax laws; the Marketplace rules and the terms of the transaction determine the roles of the Parties and the Marketplace operator in calculating, collecting and invoicing those taxes, in particular which entity acts toward the Customer as the vendor of record for tax purposes. The price and payment provisions below apply to such cases only to the extent they are not inconsistent with this ordering and payment model. Unless expressly stated otherwise, the Provider does not collect payments directly from the Customer in such cases;
 - (iii) if the Agreement was concluded on the basis of the Provider's Business Proposal, the price and payment provisions below apply without further qualification.
- 14.2 The Customer must pay the Provider the price agreed in the Business Proposal for the performance provided under the Agreement, as follows:
- (i) in the case of a Monthly Subscription, always in advance for the following Monthly Period (billing period).
 - (ii) in the case of an Annual Subscription, always in advance for the following twelve (12) consecutive Monthly Periods (billing period).

- 14.3 The price for the relevant billing period consists of the Online Application Fee and the Support Fee. The Online Application Fee and the Support Fee are specified in the Business Proposal.
- 14.4 The Online Application Fee includes the use of the Online Application within the limits (parameters) of use set out in the Business Proposal. If the Customer's use of the Online Application exceeds these limits during any, even partial, portion of a Monthly Period, the Provider may request payment of a surcharge based on the unit prices set out in the Business Proposal. Surcharges will always be paid at once after the end of the relevant billing period for which they have accrued.
- 14.5 All prices in the Business Proposal are stated excluding VAT, unless expressly stated otherwise.
- 14.6 The Customer must pay the price under the Business Proposal based on invoices – tax documents issued by the Provider, with a due date of thirty (30) days from their delivery to the Customer, by bank transfer to the Provider's account specified in the tax document.
- 14.7 In the event of a change in the scope of the Online Application or the related parameters specified in the Business Proposal, the price will be adjusted from the effective date of that change according to the price agreed in the Business Proposal accepted by the Customer, as follows:
- (i) if the change consists in an increase in the limits or parameters of use set out in the Business Proposal, the provision of additional computer programs or supplementary modules of the Online Application, an increase in storage capacity, or a change in the scope of Support specified in the Business Proposal, the price will be increased by the agreed price of that change;
 - (ii) if the change consists in the replacement of existing supplementary modules of the Online Application or Support with supplementary modules of the Online Application or a higher Support variant, the price will be increased by the difference between the price of the replaced part and the agreed price of the new part.
- 14.8 In the case of an Annual Subscription, if the scope of the Online Application or the related parameters specified in the Business Proposal are expanded during the annual billing period, the Customer must pay the Provider an additional payment equal to the difference between the price agreed in the Business Proposal before the effective date of the change and the price agreed in the accepted Business Proposal after the effective date of the change, multiplied by the number of Monthly Periods remaining from the effective date of the change until the end of the relevant billing period. The additional payment will be paid based on an invoice – tax document issued by the Provider.
- 14.9 If the price specified in the Business Proposal changes, the Provider will prepare an updated Business Proposal and send it to the Customer for information.
- 14.10 If the Customer is in delay with payment of the price under the Business Proposal or any part of it, the Provider may suspend performance under the Agreement to a reasonable extent until the outstanding amount is paid in full. If the Agreement was concluded on the basis of a Reseller's Business Proposal, the Provider may proceed

in the same way if the Reseller is in delay with payment of the price under the Business Proposal or any part of it to the Provider.

15 Personal Data Protection Policy

- 15.1 The processing of personal data by the Provider as controller is governed by the personal data protection policy available at the Trust Center. Processing of personal data as processor is governed by the DPA. In the event of a conflict, the DPA prevails.

16 Confidential Information

- 16.1 Confidential Information is defined as follows:
- (i) the Provider's confidential information includes all information that forms part of the Provider's trade secrets, the principles, methods, and procedures on which the Online Application is based (including source code), security documentation, architecture, know-how, non-public commercial and technical documentation, and other non-public information that the Customer obtains in connection with the Online Application or Support;
 - (ii) the Customer's confidential information includes, in particular, Customer Data, including Personal Data, non-public commercial, technical, and operational information of the Customer, and other non-public information that the Provider obtains in connection with the Online Application or Support;
 - (iii) Confidential Information does not include information that has become publicly known without fault of the receiving Party, that was demonstrably known to the receiving Party before its disclosure, that the receiving Party lawfully obtained from a third party without breach of a confidentiality obligation, or that was independently developed without the use of Confidential Information of the other Party.
- 16.2 The Parties are obliged to maintain confidentiality of the other Party's Confidential Information and to adopt reasonable technical, organizational, and contractual measures for its protection. Confidential Information must not be disclosed or made available to third parties without the prior written consent of the other Party, unless:
- (i) such disclosure is necessary for the use of the Online Application or the provision of Support;
 - (ii) it is disclosed to employees, members of governing bodies, advisors, auditors, Affiliates, or suppliers who need to know it and are bound by a confidentiality obligation; or
 - (iii) disclosure is required by law, a binding decision, or an instruction of a public authority.
- 16.3 If a Party is required to disclose the other Party's Confidential Information under a legal provision or binding decision, it will, where permitted by law, inform the other Party within a reasonable time in advance and limit the scope of such disclosure to the necessary minimum.

- 16.4 The Provider is entitled to collect and use Service Data for the purposes of monitoring, supervision, security, operation, administration, support, diagnostics, incident resolution, abuse prevention, analysis, capacity planning, verification of compliance of the use of the Online Application with the Agreement, and improvement of the Online Application. Service Data may be used for the purposes of development, testing, improvement and analytical evaluation of the Online Application only in aggregated, statistical or otherwise de-identified form, unless these Terms, the DPA or applicable law provide otherwise.
- 16.5 The Provider may list the Customer's business name, name, and logo in the list of reference customers and in standard marketing materials only with the prior written consent of the Customer, or where such authorization is expressly agreed in the Business Proposal.
- 16.6 The Provider may prepare a case study about the cooperation with the Customer, but may only publish it after prior written approval of its final version by the Customer.
- 16.7 Neither Party is obliged to restrict the work assignments of its employees or collaborators who had access to Confidential Information. The use of information retained in the memory of such persons in the development of products or services does not give rise to liability under these Terms.

17 Liability

- 17.1 Nothing in these Terms excludes or limits the liability of either Party to the extent that it cannot be excluded or limited under mandatory legal provisions.
- 17.2 The Provider is not liable for breach of its obligations or for damage to the extent they were caused by:
- (i) acts or omissions of the Customer or persons to whom the Customer enabled the use of the Online Application;
 - (ii) breach of these Terms, the documentation, or the Provider's instructions by the Customer;
 - (iii) third-party systems, services, infrastructure, integrations, or software not provided or controlled by the Provider;
 - (iv) inadequate technical equipment, connectivity, or configuration on the Customer's side;
 - (v) Customer Data or other data supplied by the Customer;
 - (vi) circumstances excluding liability within the meaning of Force Majeure;
 - (vii) an SLA Incident that occurred at a time when the Customer was in delay with payment of the price under the Business Proposal;
 - (viii) during or in connection with previews, preview versions, beta or trial versions of the Online Application;
 - (ix) caused by erroneous inputs, instructions, or arguments (for example, requests to access non-existent files); or

- (x) caused by the Customer's attempts to perform operations that exceed any stated limits of the Online Application, or to use features of the Online Application that are not accessible to the Provider.
- 17.3 Subject to the paragraph on mandatory liability and the exceptions to the limitation of liability below, neither Party is liable to the other Party for loss of revenue, loss of profit, loss of business opportunity, loss of goodwill, loss of business information, business interruption, or any indirect, special, incidental, consequential, exemplary, or punitive damages, even if the possibility of such damages was known or reasonably foreseeable.
- 17.4 To the maximum extent permitted by mandatory law and without Provider acknowledging any liability, subject to the paragraph on mandatory liability and the exceptions to the limitation of liability below, the aggregate liability of each Party for all claims arising out of or in connection with the Agreement, regardless of the number of claims, causes of action, or legal theory on which they are based, is limited to compensation for direct actual damage up to the amount actually paid under the Agreement for the Online Application from which the claim arose, during the twelve (12) months immediately preceding the accrual of the claim; in no event, however, will the aggregate liability exceed the amount actually paid for that Online Application during the term of the relevant Subscription.
- 17.5 The aggregate liability of the Provider for damage arising from breach of the confidentiality obligation under the Confidential Information article or from a Security Incident is limited to the higher of the following amounts:
- (i) twice the amount actually paid by the Customer under the Agreement for the Online Application during the twelve (12) months immediately preceding the accrual of the claim; or
 - (ii) GBP 1,000,000 (one million pounds sterling).
- This limitation does not apply to the extent the damage was caused by the Provider's gross negligence or willful misconduct.
- 17.6 The limitations and exclusions of liability under this article apply to the maximum extent permitted by law, but do not apply to:
- (i) infringement of the other Party's intellectual property rights;
 - (ii) the Customer's obligation to pay the price under the Business Proposal and any other contractual payments under the Agreement;
 - (iii) damage caused by a Party's gross negligence or willful misconduct.
- 17.7 For the purposes of the limitation of liability under this article, only conduct authorized or performed by the Provider's executive management is deemed gross negligence or willful misconduct of the Provider; the conduct of individual employees or contractors of the Provider without such authorization is not deemed gross negligence or willful misconduct of the Provider.

18 Warranties and Disclaimers

- 18.1 The Customer will thoroughly and comprehensively test the Online Application before putting it into regular operation (including testing its interoperability with other computer programs or other elements of the Customer's equipment).
- 18.2 The Customer acknowledges that the Online Application is not intended for use in high-risk operations, including but not limited to the operation of nuclear facilities, aircraft navigation systems, air traffic control systems, life support systems, weapons systems, and any other operations in which failure or unavailability of the Online Application could result in injury to health.
- 18.3 The Provider will endeavor to ensure that the Online Application functions in material respects as described in these Terms, and that any errors are identified, monitored, and, depending on their severity, remedied. However, the Provider does not warrant that the functions contained in the Online Application will meet the Customer's requirements or that the operation of the Online Application will be uninterrupted or entirely error-free, unless expressly stated otherwise in these Terms.
- 18.4 Unless these Terms or mandatory law expressly provide otherwise, the Online Application is provided "AS IS" and "AS AVAILABLE". The Provider makes no other warranties or guarantees, express, implied, or statutory, including any warranties or guarantees of merchantability, fitness for a particular purpose, title, or non-infringement of third-party rights.
- 18.5 If the Provider is ALVAO Ltd., nothing in these Terms excludes or limits the Provider's liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot be excluded or limited under the laws of England and Wales.
- 18.6 IF THE PROVIDER IS ALVAO INC., TO THE EXTENT PERMITTED BY THE LAWS OF THE STATE OF ILLINOIS, THE ONLINE APPLICATION IS PROVIDED WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.

19 Defense Against Third-Party Claims

- 19.1 The Parties will defend each other against the third-party claims described in this article and will pay the amount of any final adjudicated or approved settlement, but only if the defending Party is promptly notified in writing of the claim and has the right to control the defense and its settlement. The defended Party will provide the defending Party with all necessary assistance, information, and authority. The defending Party will reimburse the defended Party for reasonable expenses incurred in providing assistance. This article sets out the exclusive contractual remedy and the total liability of the Parties for such claims.
- 19.2 The Provider will defend the Customer against third-party claims to the extent they allege that the Online Application made available by the Provider for a fee and used

in accordance with the Agreement (unmodified and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party. If the Provider is unable to resolve a claim of misappropriation or infringement, it may, at its option, (i) modify or replace the Online Application with a functional equivalent, or (ii) terminate the Customer's license and refund the license fees paid for the unused period.

- 19.3 To the extent permitted by law, the Customer will defend the Provider and its Affiliates against third-party claims to the extent they allege that (i) Customer Data or third-party products hosted by the Provider at the Customer's request misappropriate a trade secret or directly infringe a patent, copyright, trademark, or other proprietary right of a third party, or (ii) the Customer's use of the Online Application, alone or in combination with anything else, violates the law or causes harm to a third party.
- 19.4 The aggregate liability of each Party for all claims under this article is limited to the higher of the following amounts: (i) twice the amount actually paid by the Customer under the Agreement for the Online Application from which the claim arose, during the twelve (12) months immediately preceding the accrual of the claim; or (ii) GBP 1,000,000 (one million pounds sterling). This limitation does not apply to the extent the damage was caused by a Party's gross negligence or willful misconduct.

20 Force Majeure

- 20.1 Neither Party is liable for breach of its obligations under the Agreement if such breach is caused by an extraordinary, unforeseeable, and insurmountable obstacle arising independently of its will, which could not reasonably have been avoided or overcome (the "**Force Majeure**").
- (i) Force Majeure includes, in particular, natural disasters, large-scale infrastructure failures, war, terrorist attack, civil unrest, epidemic or pandemic, intervention by a public authority, large-scale failures of telecommunications or energy networks, cyber attacks beyond the reasonable control of the affected Party, and other similar events.
 - (ii) The Party invoking Force Majeure will inform the other Party without undue delay of the nature of the obstacle, its anticipated effects, and will take reasonable steps to mitigate its consequences.
 - (iii) If the Force Majeure obstacle lasts for more than ninety (90) days, either Party may terminate the Agreement or the affected part thereof by written notice to the other Party.

21 Duration and Termination of the Agreement

- 21.1 The Agreement is concluded for a fixed term, namely:
- (i) in the case of a Monthly Subscription, for one (1) Monthly Period;

- (ii) in the case of an Annual Subscription, for twelve (12) consecutive Monthly Periods.
- 21.2 If neither Party notifies the other Party in writing before the expiry of the current Subscription (through the Reseller if the Agreement was concluded on the basis of a Reseller's Business Proposal; the Provider is, however, always entitled to give direct notice) that it does not wish to renew it, the Subscription will automatically be extended for a period equal to the original length of the Subscription. The preceding sentence applies repeatedly, i.e., the Subscription may be extended repeatedly in this manner, always for a period equal to the original length of the Subscription. However, if the Online Application was ordered through a Marketplace, renewal or non-renewal of the Subscription may also be made through the Marketplace or through the relevant Reseller; in that case, they are effective between the Parties at the time and to the extent resulting from the electronic record of the relevant transaction and from the notification delivered to the Provider by the Marketplace operator or the relevant Reseller.
- 21.3 The Customer may terminate the Agreement or the affected part thereof if the Provider materially breaches its obligations under the Agreement and fails to remedy such breach within thirty (30) days of delivery of the Customer's written request to remedy, unless it is apparent from the nature of the breach that remedy is not possible.
- 21.4 The Provider may terminate the Agreement:
 - (i) in the event of the Customer's delay in paying the price under the Business Proposal or part of it for more than fifteen (15) days, where the Customer fails to pay the outstanding amount within an additional period of at least ten (10) days specified in the Provider's written request. If the Agreement was concluded on the basis of a Reseller's Business Proposal, the Provider may also terminate the Agreement where the Reseller is in delay in paying the price under the Business Proposal or part of it to the Provider for more than fifteen (15) days, under the same conditions;
 - (ii) if the Customer seriously or repeatedly breaches these Terms, the DPA, or applicable laws;
 - (iii) if further provision of the Online Application or Support would result in breach of laws, sanction regimes, or binding instructions of a public authority; or
 - (iv) if the Customer uses the Online Application in a manner that seriously jeopardizes the security, availability, or integrity of the Online Application or the Provider's infrastructure.
- 21.5 Either Party may also terminate the Agreement if the other Party: (a) enters into liquidation, declares bankruptcy, has an insolvency petition filed against it that is not dismissed or rejected within sixty (60) days, or has an insolvency administrator appointed, or (b) ceases its business activity without a legal successor.
- 21.6 The Customer may terminate the affected part of the Online Application by written notice before the expiry of the applicable notice period if it does not approve a new Subprocessor under the DPA.

- 21.7 Termination of the Agreement must be notified by the entitled Party, together with the reason for termination, in writing to the obliged Party (through the Reseller if the Agreement was concluded on the basis of a Reseller's Business Proposal; the Provider is, however, always entitled to give direct notice) without undue delay after it became aware of the reason. The obligations under the Agreement cease upon delivery of the written notice of termination to the other Party.
- 21.8 The Parties have agreed that, in view of the nature of the performance provided, they may terminate the Agreement only with effect for the future.
- 21.9 Termination of the Agreement or any part of it, whether by withdrawal, notice or otherwise, does not affect the rights and obligations accrued before the effective date of termination, in particular the Provider's right to payment of the price for performance already provided under the Agreement, the Customer's obligation to cease using the terminated part of the Online Application, and provisions that by their nature are intended to survive termination of the Agreement.
- 21.10 Financial settlement is governed by the method of termination as follows:
- (i) if the Customer terminates for material breach of the Agreement by the Provider, the Customer is entitled to a refund of a pro-rata part of the prepaid price under the Business Proposal for the period from the effective date of termination to the end of the Subscription for which such price was prepaid.
 - (ii) if the Provider terminates, the Customer is not entitled to a refund of any part of the prepaid price under the Business Proposal, even if the termination of the Agreement occurred during a prepaid Monthly Period or Monthly Periods.
 - (iii) if the Customer terminates the affected part of the performance under the Agreement by notice on the grounds of refusal of a new Subprocessor, the Customer is entitled to a refund of a pro-rata part of the prepaid price for the affected part of the performance under the Agreement for the period from the effective date of the notice to the end of the Subscription for which such price was prepaid.
 - (iv) if either Party terminates due to Force Majeure, the Customer is entitled to a refund of a pro-rata part of the prepaid price under the Business Proposal for the period from the effective date of termination to the end of the Subscription for which such price was prepaid.
 - (v) if the Provider terminates the provision of the Online Application in a specific country or jurisdiction, the Customer is entitled to a refund of a pro-rata part of the prepaid price under the Business Proposal for the affected jurisdiction for the period from the effective date of termination to the end of the Subscription for which such price was prepaid.
- 21.11 If the Agreement was concluded on the basis of a Reseller's Business Proposal, the Customer will claim a refund of a pro-rata part of the price under the Business Proposal from the Reseller. If the Online Application was ordered through a Marketplace, the Customer will claim such refund from the entity that received the price under the Business Proposal for the affected period, in a manner consistent with the Marketplace rules and the relevant ordering and payment flow, unless mandatory law or the terms of the relevant order provide otherwise.

- 21.12 If the Customer terminates a Subscription of the Online Application agreed for a fixed term prior to the expiry of the agreed term for any reason other than a material breach of the Agreement by the Provider, Force Majeure, or refusal of a new Subprocessor under the DPA, the Customer must pay the Provider an amount equal to the discount granted for the Online Application for the period from the Online Application Commencement Date until the effective date of termination. Such amount corresponds to the difference between the standard price of the Online Application without the agreed discount and the price of the Online Application agreed in the Business Proposal. The amount corresponds to the aggregate of the discount applied to the price of the Online Application for each Monthly Period during which the Online Application was provided to the Customer.
- 21.13 If the Agreement was concluded on the basis of a Reseller's Business Proposal and, for any reason, the cooperation between the Provider and the Reseller is terminated during the term of the Agreement, the Customer will be notified of this fact directly by the Provider. Unless the Parties agree otherwise, termination of the cooperation with the Reseller does not affect the term of the Agreement. From the day of delivery of the notice of termination of cooperation with the Reseller, the Customer will exercise and perform all its rights and obligations under the Agreement directly towards the Provider, the Reseller's Business Proposal is deemed to be the Provider's Business Proposal, and the Agreement is deemed to have been concluded on the basis of the Provider's Business Proposal.

22 Change of Terms

- 22.1 The Provider reserves the right to unilaterally change these Terms, including their annexes. The Customer will be notified of such change in writing or in another demonstrable manner.
- 22.2 During the term of the Subscription, the terms of the Agreement do not change. Upon renewal or conclusion of a new Subscription, the Terms in their then-current version apply.
- 22.3 In the event of a change in the specification of the Online Application consisting in the addition of new features, supplements, AI functionalities, or related software not previously included in the Subscription, the Provider may unilaterally supplement these Terms or other annexes with terms of use of these new features, supplements, or related software. Such change is effective from the time specified by the Provider, but only in relation to the new or optional features, supplements, or related software. The Customer will be notified of such change in writing.
- 22.4 If a change of these Terms effective upon renewal of the Subscription would materially worsen the Customer's legal position in relation to the already agreed scope of the Online Application, the Customer may notify the Provider that it does not wish to renew the Subscription, no later than the day preceding the day of its renewal.
- 22.5 Previous versions of these Terms will be provided to the Customer by the Provider upon request, or will be available on the Provider's website.

- 22.6 The Provider may unilaterally change or terminate the provision of the Online Application in a specific country or jurisdiction if required by applicable or future laws or decisions of public authorities that:
- (i) impose obligations on the Provider that are not generally applied to businesses in that jurisdiction;
 - (ii) make further operation of the Online Application impossible or substantially difficult without their modification; or
 - (iii) are in conflict with these Terms or the Online Application.

23 Communication Between the Parties

- 23.1 Unless these Terms or the Business Proposal provide otherwise, all legal acts, notifications, requests, objections, and other communications of the Parties relating to the Agreement must be made in writing.
- 23.2 Written communication may be delivered:
- (i) through the Reseller, if the Agreement was concluded on the basis of a Reseller's Business Proposal;
 - (ii) by email to the contact email addresses set out in the Business Proposal, in the customer account, in the ticketing system, or otherwise notified in writing to the other Party; or
 - (iii) by registered mail or courier service to the registered office address or another delivery address notified in writing.
- 23.3 For notifications relating to the protection of Personal Data, security incidents, audits, the DPA, and other annexes, the Parties may designate special contact persons and contact details. If none are designated, the general contact details set out in the Business Proposal or customer account will apply.
- 23.4 An electronic message is deemed delivered at the moment of sending, unless the sender receives a delivery failure notice. A postal consignment is deemed delivered on the day of its receipt or the day on which its receipt was unjustifiably refused, or on the third business day after its dispatch within the Czech Republic, or on the tenth business day after its dispatch abroad.
- 23.5 The Provider may provide information and notices related to the Online Application, Support, the DPA, annexes, security, or the Trust Center to the Customer electronically, including by email, through the Online Application, the customer account, the ticketing system, the Trust Center, or a website designated by the Provider. A notice is deemed provided when made available by the Provider.

24 Affiliates

- 24.1 The Customer may enable the use of the Online Application by its Affiliates under these Terms. If the Customer does so, the rights granted to the Customer under these Terms also extend to those Affiliates, and the Customer remains the sole person entitled to exercise such rights towards the Provider.

- 24.2 The Customer remains responsible for the performance of all obligations under these Terms, and for ensuring that its Affiliates comply with these Terms.
- 24.3 The Provider may provide or arrange for the provision of the Online Application through its Affiliates and subcontractors. The Provider remains responsible for the performance of its obligations under these Terms as if it were providing the Online Application itself, and for having appropriate written agreements in place with its subcontractors enabling the performance of the obligations under the Agreement.
- 24.4 Nothing in these Terms establishes a relationship of agency, partnership, or joint venture between the Parties or in relation to any Affiliate of the Provider, nor does it authorize any Affiliate of the Provider to bind the Provider towards the Customer.

25 Choice of Law and Venue

- 25.1 If the Provider is ALVAO s.r.o., the Agreement is governed by the laws of the Czech Republic. The application of any other legal system is expressly excluded, regardless of the conflict-of-law rules. Disputes are subject to the exclusive jurisdiction of Czech state courts, specifically the Municipal Court in Brno at first instance where the district court has jurisdiction, and the Regional Court in Brno at first instance where the regional court has jurisdiction.
- 25.2 If the Provider is ALVAO Ltd., the Agreement is governed by the laws of England and Wales. The application of any other legal system is expressly excluded, regardless of the conflict-of-law rules. Disputes are subject to the exclusive jurisdiction of the courts of England and Wales, with courts located in London (in particular the Commercial Court of the King's Bench Division of the High Court of Justice) having substantive and territorial jurisdiction.
- 25.3 If the Provider is ALVAO Inc., the Agreement is governed by the laws of the State of Illinois. The application of any other legal system is expressly excluded, regardless of the conflict-of-law rules. Disputes are subject to the exclusive jurisdiction of the state and federal courts sitting in Chicago, Cook County, Illinois.
- 25.4 The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 25.5 In the event of a conflict between language versions of the Agreement, the language version in which the Agreement was concluded prevails.
- 25.6 Notwithstanding the foregoing, the Provider is entitled to bring claims for payment of the price under the Business Proposal or any other contractual payment before any competent court in the jurisdiction of the Customer's registered office or in the jurisdiction where the Customer's assets are located.
- 25.7 The Parties expressly acknowledge that:
- (i) the choice of governing law and jurisdiction is a product of commercial bargaining and consideration for the contractual terms;
 - (ii) each Party waives any objection to the competence of the agreed courts, including forum non conveniens objections;
 - (iii) the judgment of the agreed courts is final and enforceable in the jurisdiction of the other Party's registered office.

26 Final Provisions

- 26.1 The Customer may not assign the rights and obligations arising from the Agreement or the Agreement itself without the prior written consent of the Provider.
- 26.2 The Provider may assign the Agreement or individual rights and obligations arising from it to its Affiliate or to a person to whom the business, part of an establishment, or the relevant part of the Provider's business activity is transferred, provided that this does not reduce the Customer's rights under the Agreement.
- 26.3 The Agreement does not create any third-party beneficiary rights, except as expressly provided by its terms.
- 26.4 If any provision of these Terms, the Business Proposal, or the annexes becomes invalid, ineffective, non-existent, or unenforceable, this does not affect the validity, effectiveness, or enforceability of the remaining provisions. The Parties undertake to replace such provision with a new provision that will be closest in its purpose and economic meaning to the provision being replaced.
- 26.5 Failure to exercise any right under the Agreement does not constitute a waiver of that right or preclude its later exercise.
- 26.6 In the event of a conflict between the documents forming the Agreement, the following order of precedence applies (from highest to lowest legal authority):
- (i) mandatory legal provisions;
 - (ii) the DPA;
 - (iii) the Business Proposal (to the extent of individually agreed deviations from these Terms or their annexes);
 - (iv) these Terms (main body without annexes);
 - (v) annexes to these Terms.
- 26.7 Provisions of these Terms that by their nature are intended to survive termination of the Agreement remain in force even after termination of the Agreement, in particular the provisions on intellectual property, confidentiality, liability, warranties and disclaimers, defense against third-party claims, and personal data protection.
- 26.8 The Parties are obliged to inform the other Party without undue delay of any facts that have or may have an impact on the content of the Agreement.
- 26.9 The following annexes form an integral part of these Terms. Their scope of application is governed by the introductory provisions of the individual annexes and the agreed Business Proposal:
- (i) Annex – Online Application Specification;
 - (ii) Annex – Online Application SLA;
 - (iii) Annex – Free Plan Terms and
 - (iv) Annex – Support Terms.
- 26.10 If the Customer is a public authority or is subject to regulations on public procurement, the Customer represents that it complies with all applicable legal requirements and that the Agreement complies with those requirements.
- 26.11 Compliance with Trade Laws. The Online Application, Support, software, technology and services of the Provider related to the Online Application ("**Items**") may be subject to U.S. and other countries' export jurisdictions. Each Contracting Party will

comply with all laws and regulations applicable to the import or export of the Items, including, without limitation, trade laws of the U.S., EU and UK, such as the U.S. Export Administration Regulations, sanctions regulations administered by the U.S. Office of Foreign Assets Control, the EU Dual Use Regulation 2021/821, and/or other end-user, end-use and destination restrictions ("**Trade Laws**"). The Customer will not, and will ensure that its Affiliates will not, take any action that causes the Provider or any ALVAO Group company to violate applicable Trade Laws. The Customer remains responsible for the Customer's and its Affiliates' compliance with this section.

26.12 This version of the Terms is effective as of July 1, 2026.

27 Definitions

"**ALVAO**" means the company of the ALVAO group contracting with the Customer based on the Customer's registered office: Czech Republic and EU: ALVAO s.r.o., Hlohová 1455/10, 591 01 Žďár nad Sázavou, Czech Republic, ID No.: 25561561; United Kingdom: ALVAO Ltd., 128 City Road, London EC1V 2NX, Company No.: 16856972; USA: ALVAO Inc., 625 W Adams St, Chicago, IL 60661, EIN: 39-3642262; Other countries: ALVAO s.r.o.

"**Access Accounts**" means access accounts through which the Online Application can be used. Each Access Account is allocated to a specific person and cannot be shared among multiple users.

"**Affiliates**" means any person who directly or indirectly controls the Provider or the Customer, is controlled by them, or is under common control with the Provider or the Customer.

"**Agreement**" means the contractual relationship between the Customer and the Provider, the content of which consists of the Business Proposal or a separate written agreement, these Terms and the relevant Addenda.

"**Annual Subscription**" means a Subscription variant under which the Online Application is provided for twelve consecutive Monthly Periods with automatic renewal.

"**Business Proposal**" means a document of the Provider or the Reseller accepted by the Customer that specifies in particular the scope and parameters of the Online Application, the price, the Online Application Commencement Date, the Subscription type and, where applicable, the scope of Support.

"**Confidential Information**" means all information that one Party provides to the other in connection with the Agreement and that is marked as confidential or whose confidential nature follows from the circumstances of its provision.

"**Customer**" means a person who concludes the Agreement with the Provider on the basis of these Terms.

"Customer Data" means all data, files, text, records, and other information that the Customer or persons authorized by the Customer input into the Online Application. Customer Data does not include Service Data.

"DPA" means the ALVAO SaaS Data Processing Addendum.

"Free Plan" means a variant of providing the Online Application free of charge, with limited features and support, without an SLA, and without entitlement to compensation, under the Free Plan Terms.

"Free Plan Terms" means the annex to these Terms governing the terms of free-of-charge use of the Online Application with limited features.

"Local Installations" means local software components installed on the Customer's end devices that are necessary for full use of the Online Application. Details regarding Local Installations and any limits on their use are set out in the Online Application Specification.

"Marketplace" means an electronic system designated by the Provider for ordering the Online Application, in particular the Microsoft Marketplace (including Microsoft AppSource and Azure Marketplace). The Provider may designate additional Marketplaces by publication on its website.

"Monthly Period" means that the first Monthly Period begins at 00:00 CET on the Online Application Commencement Date and ends at 24:00 CET on the day preceding the day of the following calendar month that corresponds in name or number to the Online Application Commencement Date. The following Monthly Periods begin at 00:00 CET on the day following the last day of the previous Monthly Period and end at 24:00 CET on the day preceding the day of the following calendar month. If no such day exists in the following calendar month, the Monthly Period ends at 24:00 CET on the last day of that month.

"Monthly Subscription" means a Subscription variant under which the Online Application is provided for the duration of one Monthly Period with automatic renewal.

"Online Application" means the computer program or computer programs made available to the Customer over the internet as software as a service (SaaS), operated on the Provider's cloud infrastructure.

"Online Application Fee" means the price for providing the Online Application for one Monthly Period, set out in the Business Proposal.

"Online Application Commencement Date" means the date from which the Provider makes the Online Application available to the Customer, set out in the Business Proposal.

"Online Application Specification" means the annex to these Terms containing the technical specification of the Online Application, cloud architecture, data residency, and other technical parameters of the Online Application.

"Parties" means the Customer and the Provider.

"Provider" means ALVAO.

"Reseller" means a third party that, by agreement with the Provider, is authorized to offer the Provider's Online Application to customers, including a Marketplace operator.

"Service Credit" means a discount from the Online Application Fee granted to the Customer in the event of failure to meet the Service Level, calculated in accordance with the SLA.

"Service Data" means product metrics, technical telemetry, operational, system, security, and diagnostic logs and other data, outputs, or technical artifacts generated, derived, or collected by the Provider in the course of providing, operating, monitoring, overseeing, administering, securing, supporting, and using the Online Application, including search indexes, AI indexes, embeddings, caches, and similar technical artifacts of the Online Application. Service Data does not constitute Customer Data. If Service Data incidentally or to a limited extent contains part of Customer Data, this does not change the nature of Service Data; this does not affect the protection of the captured part of Customer Data under the Agreement.

"Service Level" means the performance metric of the Online Application set forth in the SLA.

"SLA" means an appendix to these Terms setting out the Service Level of the Online Application and the conditions for entitlement to a Service Credit.

"Subscription" means a subscription (provisioning model) under which the Provider provides the Customer with the Online Application for consideration for the term of the Agreement. The Online Application is offered in two variants – a Monthly Subscription or an Annual Subscription.

"Support" means support for the Online Application provided by the Provider to the Customer to the extent set out in the Business Proposal and the Support Terms.

"Support Fee" means the fee for the provision of Support for the period specified in the Business Proposal.

"Support Terms" means the annex to these Terms setting out the scope, variants and rules for the provision of Support.

"Tenant" means the logically and technically separated space of the Online Application allocated to the Customer. Each Customer has its own Tenant; its configuration is described in the Online Application Specification.

"Terms" means these terms for the provision of software services.

"Trial Period" means a period designated by the Provider during which the Customer may use the Online Application free of charge for the purpose of evaluation, to the extent and under the conditions set out in these Terms.

"Trust Center" means the Provider's publicly available online center dedicated to security, personal data protection, compliance, certifications, data residency, and other relevant information about the Online Application and Support, available at

<https://www.alvao.com/trust-center> or at another successor address designated by the Provider.

Annex – Online Application Specification

1 Introductory Provisions

- 1.1 This Online Application Specification is an annex and an integral part of the Terms and governs the technical specification of the Online Application and selected conditions of its technical provision.
- 1.2 Unless expressly stated otherwise, capitalized terms have the meaning set out in the Definitions article of the Terms.

2 ALVAO Asset Management Computer Program

- 2.1 ALVAO Asset Management is an information system that enables an organization to establish effective management of all computer and other assets under the ICT department's administration. It helps ICT staff in resolving and documenting day-to-day operational tasks and in sharing and maintaining information related to the IT infrastructure. It provides important information for planning the renewal of IT assets and preparing budgets. It helps manage business risks of legal or regulatory sanctions associated with the use of illegal software in the organization. This is a system developed in accordance with global best practices for service management (ITSM/ITIL).
- 2.2 ALVAO Asset Management distinguishes registered objects based on the "Object Type" classification.
 - (i) The Customer may register in the product no more than the number of objects of Object Type "**Computer**" specified in the Business Proposal.
 - (ii) The Customer may also register in the product other objects that are not of Object Type "**Computer**". The Customer may register such objects up to fifty (50) times the number of "**Computer**" objects specified and limited in the preceding paragraph.
- 2.3 A more detailed specification of ALVAO Asset Management is available at the following link: <https://doc.alvao.com>.

3 ALVAO Service Desk Computer Program

- 3.1 ALVAO Service Desk is an information system for modern organizations and IT departments that wish to reliably manage all tasks. It is a system developed in

accordance with global best practices for service management (ITSM/ITIL). As a result, the system is suitable for managing enterprise IT, but can also successfully manage other service departments. With ALVAO Service Desk, you can easily define the services you provide and manage complex tasks and their resolution in accordance with defined processes.

- 3.2 ALVAO Service Desk distinguishes between "**solver**" and "**user**" Access Accounts. The limits on the number of Access Accounts are set out in the Business Proposal.
- 3.3 A "**solver**" Access Account is an Access Account assigned to a worker who meets at least one of the following conditions:
- (i) is a member of the solver team (i.e., holds a system role of: Operator, Solver, Extraordinary Solver, or Manager) on a service where anonymous requesters may create tickets (i.e., the system user Guest is enabled on the service);
 - (ii) is a member of the solver team on a service where the "**Require solver license**" option is enabled.
- 3.4 A "**user**" Access Account is an Access Account assigned to a worker who meets all of the following conditions:
- (i) does not meet the conditions for a "**solver**" Access Account;
 - (ii) is a member of the solver team or holds the system role of Requester on a service where anonymous requesters may not create tickets (i.e., the system user Guest is not enabled on the service).
- 3.5 A more detailed specification of ALVAO Service Desk is available at the following link: <https://doc.alvao.com>.

4 Operation of the Online Application

- 4.1 The Online Application is operated in a multi-customer (multi-tenant) architectural model. The Provider ensures the logical and technical separation of Customer Data from the data of other customers using architecture and technical means corresponding to the Provider's current operational model.
- 4.2 The Provider operates the Online Application in a **Production Environment** (the environment in which the production instance of the system runs), which includes **Production Storage** (storage of production data) and, where agreed, **Reporting Storage** (a real-time replica of Production Storage for reporting purposes). Where agreed, the Provider will also make available a **Test Environment** (an environment for testing purposes), including **Test Storage** (storage of test data).
- 4.3 Both Production and Test Environments are operated continuously (**24 × 365**).
- 4.4 The capacity of Production, Reporting and Test Storage changes in direct proportion to the number of license units of the Online Application – conversion: 10 computers = 1 GB, 10 users = 1 GB, 1 solver = 5 GB. The maximum storage capacity is 1 TB. Fees are charged for each commenced GB in excess of the included capacity.

- (i) Examples of relationships between the number of license units and the included storage capacity

Examples of products (licenses) and unit counts	Included storage Storage capacity [GB]
ALVAO Asset Management for 100 computers	10
ALVAO Service Desk for 200 users	20
ALVAO Service Desk for 10 solvers	20
ALVAO Service Desk for 500 users + ALVAO Service Desk for 30 solvers	60
ALVAO Asset Management for 1,000 computers + ALVAO Service Desk for 1,500 users	150
ALVAO Asset Management for 1,000 computers + ALVAO Service Desk for 100 solvers	200
ALVAO Asset Management for 1,000 computers + ALVAO Service Desk for 1,500 users + ALVAO Service Desk for 100 solvers	200

- (ii) Examples of relationships between the included storage and actual storage utilization

Actual storage used [GB]	Included storage capacity [GB]	Excess over included capacity [GB]
55.3	100	–
122.5	100	23

4.5 The Production and Test Environments run on Microsoft Azure infrastructure.

4.6 The Provider ensures backup of Production Storage to the extent and with a retention period corresponding to the Provider's current operational model. Details are available at the Trust Center.

5 Data Processing and Security

5.1 Customer Data at rest will be stored exclusively in Microsoft data centers according to the contracting entity:

- (i) if the Provider is ALVAO s.r.o., in the territory of the European Union or the European Economic Area;
- (ii) if the Provider is ALVAO Ltd., in the territory of the United Kingdom;
- (iii) if the Provider is ALVAO Inc., in the territory of the United States of America.

The Customer may select a different location for Customer Data if technically available and expressly agreed in the Agreement.

- 5.2 The Provider maintains, directly or through its Affiliates involved in the operation of the Online Application, an information security management system and a related control environment appropriate to the nature of the Online Application provided. The Provider states that such system and related control environment hold or have successfully passed certifications and assessments including ISO/IEC 27001, ISO/IEC 27017, ISO/IEC 27018, and SOC 2 Type 2. The Provider may continuously renew, replace, or expand these certifications, assessments, and related control frameworks with newer or equivalent versions, provided that this does not materially reduce the level of security and compliance relevant to the Online Application provided.
- 5.3 Current information on security, personal data protection, compliance, certifications, and related evidence may be made available by the Provider through its Trust Center or upon the Customer's reasonable request, to the extent that is reasonable and compatible with the protection of confidential information and the security of the Provider and other customers.

6 Responsible Use of AI

- 6.1 In providing the Online Application, AI technologies may be used – by default **Microsoft AI Services** (Microsoft's cloud AI services), in particular Microsoft Azure AI Services including **Azure OpenAI Service** (generative AI). The Customer may agree on the use of AI technologies from another provider, if technically available and expressly agreed in the Business Proposal. An overview of the AI technologies used is available at the Trust Center.
- 6.2 AI functionalities are available to the extent agreed in the Business Proposal; the Customer may request a change in the scope of AI functionalities in writing, if technically available, and may turn off AI functionalities through the Online Application settings, with the Provider preserving this setting even during updates or upgrades of the Online Application; the Customer acknowledges that turning off AI functionalities may affect the performance or availability of certain features of the Online Application.
- 6.3 The Provider:
- (i) does not process Customer Data for training AI models without the Customer's express instruction;
 - (ii) does not own the outputs of AI functionalities generated for the Customer, which are Customer Data;
 - (iii) makes certain AI functionalities available as preview, beta, or experimental, whereby these functionalities are not subject to the SLA or Service Credit claims, may be changed, limited, or terminated at any time, may not support all standard enterprise features, and are not intended for critical, regulatorily sensitive, or high-risk scenarios, unless expressly agreed in writing;

- (iv) may continuously change the scope, parameters, limits, and technical solution of AI functionalities;
 - (v) undertakes to use Microsoft AI Services in accordance with the Microsoft AI Terms; and
 - (vi) may monitor the use of AI functionalities and implement filters, guardrails, and other protective measures against misuse.
- 6.4 The Customer must not use AI functionalities:
 - (i) in situations where their failure or malfunction could cause death or serious injury to persons, or serious physical or environmental damage;
 - (ii) as part of fully automated decision-making with legal or similarly significant effects on natural persons without appropriate human oversight;
 - (iii) to discover or infer parameters, weights, or algorithms of the models used, or to circumvent their security restrictions; or
 - (iv) to extract data by automated downloading or web scraping methods.
- 6.5 The Customer must:
 - (i) use AI functionalities in accordance with applicable laws and ethical standards for responsible use of AI, whereby the Provider may restrict the Customer's access to AI functionalities upon reasonable suspicion of breach of these terms;
 - (ii) be responsible for the legality and appropriateness of inputs provided to AI functionalities and assess the suitability of inputting confidential information or other sensitive data, and establish reasonable internal rules for their use;
 - (iii) be responsible for any applications and services it creates using AI functionalities, including their compliance with applicable legal and regulatory requirements;
 - (iv) ensure that end users are informed that they are communicating with an automated system, where the nature of the use or applicable law requires this; and
 - (v) respect technical or contractual restrictions on AI functionalities applied by the Provider or third-party AI technology providers.
- 6.6 AI functionalities are not a substitute for professional advice; the Customer will assess the accuracy of AI functionality outputs before using them in decision-making or communication with third parties, whereby AI functionalities may use artificial intelligence or machine learning models and may be provided directly by the Provider or through Microsoft AI Services.

Annex – Online Application SLA

1 Introductory Provisions

- 1.1 This Online Application SLA is an annex and an integral part of the Terms and governs the Service Level of the Online Application and the conditions under which entitlement to a Service Credit arises.
- 1.2 Unless expressly stated otherwise, capitalized terms have the meaning set out in the Definitions article of the Terms.

2 Service Level

- 2.1 Unless otherwise provided in the Agreement, the Uptime Percentage of the Production Environment of the Online Application in a Monthly Period will be at least 99.9%.
- 2.2 The Test Environment is not covered by the SLA; no entitlement to a Service Credit arises from its unavailability.

3 Scheduled Application Downtime

- 3.1 The availability of the Online Application may be temporarily limited for routine scheduled maintenance, upgrades, deployment of fixes, or necessary emergency maintenance (the “**Scheduled Application Downtime**”). Scheduled Application Downtime is not included in Downtime. The following applies to Scheduled Application Downtime:
 - (i) the Provider will usually notify the Customer of Scheduled Application Downtime at least two (2) days in advance;
 - (ii) when scheduling Scheduled Application Downtime, the expected impact on Customers is usually taken into account, including the possibility of performing it on weekends or outside normal business hours in the relevant region;
 - (iii) the Provider may give shorter or no prior notice where necessary to preserve the availability, security, stability, or performance of the Online Application or to deploy a critical fix; and
 - (iv) the Parties may agree on Scheduled Application Downtime otherwise.
- 3.2 If both the ALVAO Service Desk product and the ALVAO Asset Management product are provided within the Online Application, the Scheduled Application Downtime article applies to each product separately.

4 Uptime Percentage

- 4.1 The **Uptime Percentage** is calculated for each Monthly Period using the formula below; if both the ALVAO Service Desk product and the ALVAO Asset Management product are provided within the Online Application, the Uptime Percentage is calculated for each product separately:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100 \%$$

- 4.2 For the purposes of this SLA, **User Minutes** means:

- (i) if either the ALVAO Service Desk product or the ALVAO Asset Management product is provided within the Online Application, the time calculated for each Monthly Period according to the following formula:

$$\frac{(\text{total number of minutes in the Monthly Period} - \text{total time of Scheduled Application Downtime in the Monthly Period})}{\text{number of active Access Accounts}}$$

x

- (ii) if both the ALVAO Service Desk product and the ALVAO Asset Management product are provided within the Online Application, User Minutes are calculated for each Monthly Period and each product separately according to the following formula:

$$\frac{(\text{total number of minutes in the Monthly Period} - \text{total time of Scheduled Application Downtime relating to the relevant product in the Monthly Period})}{\text{number of active Access Accounts relating to the relevant product}}$$

x

- 4.3 For the purposes of this article, the number of active Access Accounts means the maximum number of active Access Accounts set out in the Business Proposal (if the maximum number of active Access Accounts is not specified in the Business Proposal, the average number of active Access Accounts in the relevant Monthly Period is used).
- 4.4 For the purposes of this SLA, **Downtime** means:

- (i) in the case of the ALVAO Service Desk product, the sum of full minutes in the relevant Monthly Period during which it was not possible from any Access Account to read or write data in the ALVAO Service Desk product (for which the Access Account had the relevant permissions), multiplied in each case by the number of Access Accounts from which it was not possible to read or write data (e.g., on 12 May unavailability for 5 minutes from 10 Access Accounts + on 20 May unavailability for 2 minutes from 1 Access Account = total Downtime of 52 minutes);
- (ii) in the case of the ALVAO Asset Management product, the sum of full minutes in the relevant Monthly Period during which it was not possible from any Access Account to log in to the Online Application (the ALVAO Asset Management product), multiplied in each case by the number of Access Accounts from which login was not possible (e.g., on 12 May unavailability for 5 minutes from 10 Access Accounts + on 20 May unavailability for 2 minutes from 1 Access Account = total Downtime of 52 minutes);
- (iii) Scheduled Application Downtime is not included in Downtime;

5 SLA Exceptions

5.1 Downtime does not include, and no entitlement to a Service Credit arises in respect of, unavailability of the Online Application caused by:

- (i) Scheduled Application Downtime or other downtime carried out in accordance with the Agreement;
- (ii) suspension of the Online Application due to the Customer's delay in paying the price of the Online Application or breach of these Terms, the DPA, or applicable laws by the Customer;
- (iii) acts, omissions, configuration, integrations, or failure to follow reasonable security practices on the side of the Customer or persons to whom the Customer enabled the use of the Online Application, in particular incorrect configuration of the identity provider (for example Microsoft Entra), Access Accounts, network, or end devices of the Customer;
- (iv) third-party systems, services, infrastructure, or software that are not part of the Online Application provided by the Provider, including integration of the Online Application with the Customer's systems or environment;
- (v) Preview features, previews, beta versions, or trial versions of the Online Application, the Free Plan, and features expressly designated as experimental;
- (vi) the Customer's attempts to perform operations that exceed the stated limits of the Online Application, or to use the Online Application contrary to its documentation or the Provider's instructions;
- (vii) the Customer's use of the Online Application after the Provider advised the Customer to modify such use and the Customer failed to do so;
- (viii) faulty inputs, instructions, or arguments of the Customer;
- (ix) performance degradation or latency issues without actual unavailability of the Online Application; or

- (x) circumstances excluding liability under the Force Majeure article of the Terms.

6 Service Credit

6.1 If the Uptime Percentage in any Monthly Period is lower than the Service Level, the Customer may become entitled to a Service Credit calculated as follows:

- (i) The Service Credit is agreed as a percentage based on the Uptime Percentage in the relevant Monthly Period:

Uptime Percentage (X)	Service Credit (% of the Online Application Fee)
Service Level > X ≥ 97 %	10 %
X < 97 %	25 %

- (ii) if either the ALVAO Service Desk product or the ALVAO Asset Management product is provided within the Online Application, the Online Application Fee for the purposes of calculating the Service Credit means the total Online Application Fee for the relevant Monthly Period;
- (iii) if both the ALVAO Service Desk product and the ALVAO Asset Management product are provided within the Online Application, the amount of the Service Credit will be calculated for each product separately, whereby the Online Application Fee for the purposes of calculating the Service Credit means the portion of the Online Application Fee relating to the relevant product for the relevant Monthly Period. The portion of the Online Application Fee relating to the relevant product means the sum of the price for Service Desk (if the relevant product is ALVAO Service Desk) or the price for Asset Management (if the relevant product is ALVAO Asset Management), and a pro rata part of the price for operating the product corresponding to the ratio between the price for Service Desk and the price for Asset Management (if the relevant product is ALVAO Service Desk), or the ratio between the price for Asset Management and the price for Service Desk (if the relevant product is ALVAO Asset Management). The individual prices are set out in the Business Proposal.

6.2 The Customer's entitlement to a Service Credit arises under the following conditions:

- (i) the Customer will submit to the Provider, or through the Reseller if the Agreement was concluded on the basis of a Reseller's Business Proposal, a Service Credit request together with all information necessary to validate this request, including in particular: (a) a detailed description of the Incident; (b) information regarding the time and length of the Downtime; (c) the number of affected Access Accounts; and (d) descriptions of the Customer's attempts to resolve the Incident at the time of occurrence. Failure to provide the required

information may result in rejection of the request. Multiple Incidents may be reported in a single request;

- (ii) the Service Credit request must be submitted in writing no later than the end of the Monthly Period following the Monthly Period in which the Incident occurred;
 - (iii) the Provider will assess the submitted Service Credit request together with all information reasonably available to it and, within forty-five (45) days of receiving the request, will in good faith decide whether the Customer is entitled to a Service Credit and, if so, to what extent, of which it will notify the Customer in writing. Entitlement to a Service Credit arises only if the Customer is in compliance with the Agreement. This decision gives rise to the Customer's entitlement to a Service Credit in the amount granted;
 - (iv) the Service Credit will be offset against the receivable of the entity authorized to collect the Online Application Fee for the next billing period. If the Online Application was ordered through a Marketplace, the Service Credit will be provided in a manner consistent with the Marketplace rules.
- 6.3 Service Credits are the Customer's sole and exclusive remedy for any performance or availability issues of the Online Application under the Agreement and this SLA. The Customer may not unilaterally set off or reduce the Online Application Fee in connection with performance or availability issues of the Online Application.
- 6.4 Service Credits apply only to the Online Application Fee for the Online Application or the affected part thereof for which the Service Level has not been met. Where the Service Level under this SLA is assessed separately for a particular part of the Online Application, Service Credits apply only to the Online Application Fee for that affected part and only with respect to the actual Downtime and not the overall outage duration. The Service Credits awarded in any Monthly Period for the Online Application or the affected part thereof will not, under any circumstances, exceed the Online Application Fee for that Online Application or affected part thereof for that Monthly Period. Service Credits will not be granted to compensate for any other forms of loss, including lost revenue, operational costs, or any indirect losses suffered by the Customer or end users.
- 6.5 For the purposes of this SLA, **Incident** means (i) any single event, or (ii) any set of events, that result in Downtime.
- 6.6 Provider communications regarding outages, Incidents, maintenance, or other operational events are intended to help the Customer take preventive or mitigating measures for its operations and may not be used as confirmation that the Service Level was not met or as an independent basis for entitlement to a Service Credit.

Annex - Free Plan Terms

1 Introductory Provisions

- 1.1 These Free Plan Terms are an annex and an integral part of the Terms and govern the conditions for free use of the Online Application under the Free Plan.
- 1.2 Unless expressly stated otherwise, capitalized terms have the meaning set out in the Definitions article of the Terms.
- 1.3 The DPA applies to the processing of personal data under the Free Plan. DPA provisions establishing enhanced Provider obligations, in particular the obligation to provide assistance with audits, preparation of DPIAs, or detailed reports, apply only to the extent required by mandatory legal provisions.

2 Scope and Nature of the Service

- 2.1 The Free Plan is provided free of charge, "AS IS" and "AS AVAILABLE", without an SLA, without Support Terms, and without entitlement to compensation or Service Credits.
- 2.2 The scope of features, integrations, and parameters of the Free Plan may be changed by the Provider at any time.

3 Limits and Quotas

- 3.1 The Provider applies, in particular, the following default limits:
 - (i) Maximum number of registered objects of Type "Computer": 49;
 - (ii) Maximum number of registered objects: 200;
 - (iii) Maximum number of "solver/agent" Access Accounts: 2;
 - (iv) Daily limit of notification emails: 100;
 - (v) Storage capacity: 2 GB;
 - (vi) The scope of API/integrations may be limited and specified in the documentation.
- 3.2 Exceeding the limits may result in a temporary restriction of features, suspension of part of the Online Application, or a prompt to upgrade to a paid plan.

4 Security, Audit, and Compliance

- 4.1 In the Free Plan, audit logs, audit reports, and advanced security and governance features are not available, unless the Provider expressly specifies otherwise.
- 4.2 Provisions establishing enhanced audit, reporting, or regulatory obligations of the Provider, in particular the DPA provisions on audits, any regulatory addenda (DORA), and sector-specific annexes (HIPAA, CCPA), do not apply to the Free Plan, unless

expressly required by mandatory legal provisions or expressly stated otherwise in the Business Proposal.

5 Backups and Recovery

- 5.1 The Provider is not obliged to back up Customer Data in the Free Plan or to ensure its recovery.
- 5.2 The Customer is responsible for its own backup/archiving and regular export of Customer Data (where available).

6 Data Export and Data Portability

- 6.1 Data export (where available under the Free Plan) is provided on a self-service basis, without any guarantee of format or completeness and without the Provider's obligation to provide assistance beyond the public documentation.
- 6.2 To the extent that the European Data Act (Regulation (EU) 2023/2854) applies to the Free Plan, the Provider will provide assistance with Switching only to the minimum extent required by mandatory legal provisions, in the form of making available a standard database backup containing Customer Data; further assistance may be subject to a separate paid agreement.

7 Inactivity, Deactivation, and Deletion

- 7.1 If there is no login or page view in the Free instance for one hundred twenty (120) days, the Provider may deactivate the instance.
- 7.2 Before the expiry of the inactivity period, the Provider will generally send the Customer a notification to the contact email address specified in the Online Application.
- 7.3 After deactivation, the Provider may retain Customer Data for up to thirty (30) days in case of reactivation; thereafter, Customer Data may be irreversibly deleted.
- 7.4 The Provider is not obliged to retain any logs or records beyond its internal needs.

8 Changes to and Termination of the Free Plan

- 8.1 The Provider may modify or terminate the Free Plan at any time, with reasonable prior notice, generally at least thirty (30) days before the effective date of the change or termination. The Provider will publish the notice in the Online Application, on the website, or send it to the Customer by email.

9 Liability

- 9.1 To the maximum extent permitted by law, the Provider's liability for any damage in connection with the Free Plan is excluded. The Free Plan does not give rise to any entitlement to Service Credits, discounts, or other claims. The provisions of the Liability article of the Terms on exceptions to the limitation of liability, in particular for damage caused by gross negligence or willful misconduct, also apply to the Free Plan.

Annex – Support Terms

1 Introductory Provisions

- 1.1 These Support Terms are an annex to and an integral part of the Terms and govern the conditions for the provision of Support.
- 1.2 Unless expressly stated otherwise, capitalized terms have the meaning set out in the Definitions article of the Terms.
- 1.3 These Support Terms do not apply to the Free Plan, unless expressly stated otherwise.

2 Support Plan Variants

Activity	Essential ¹	Premium	Platinum
Infrastructure and application monitoring	24×7	24×7	24×7
Regular application core updates	✓	✓	✓
Product support hours	8×5 (local)	8×5 (local)	8×5 (local)
Support communication channels	Service Desk, Email	Service Desk, Email, Phone	Service Desk, Email, Phone
Support for incidents and errors	✓	✓	✓
Basic product-related questions ²	✓	✓	✓
Online documentation + AI chatbot	✓	✓	✓
Customer voting portal	✓	✓	✓
Advanced configuration topics		✓	✓
Configuration assistance (online meeting)		✓	✓
Product training		✓	✓

Limited support for Customer-developed custom code		✓	✓
Prepaid Hours (monthly) ^{3,4}		2h	6h

¹ The Essential plan is automatically available to Customers of the Online Application.

² Includes:

- a) questions concerning basic features and navigation in the Online Application;
- b) answers based on official public documentation;
- c) links to the knowledge base, tutorials, and FAQ section.

A higher level of Support (detailed technical assistance, configuration, and resolution of operational issues) is not included in basic questions about the Online Application and is charged at the Provider's current rates for professional activities, or may be provided as advanced configuration topics included in higher-level Support plans.

³ Prepaid hours may be used for the activities listed above (advanced configuration topics, configuration assistance).

⁴ Unused hours carry over to the following month, but only within the billing period specified in the Business Proposal for Support. These accumulated hours may be used either in one session or in several sessions, by agreement between the Customer and the Provider, and only where the Provider's capacity constraints permit.

3 Operating Hours

- 3.1 The operating hours of Support are during the Provider's business days:
 - (i) EU Region: 8×5 from 8:00 to 16:00 (GMT+1);
 - (ii) UK Region: 8×5 from 8:00 to 16:00 (GMT);
 - (iii) US Region: 8×5 from 8:00 to 16:00 (EST & CST).
- 3.2 Telephone support (Premium and Platinum plans) is provided during the support operating hours of the relevant region. The Provider will communicate the telephone contact to the Customer upon activation of the support plan, and it is intended exclusively for the Customer's use; the Customer will not disclose the telephone contact to third parties and will not publish it.
- 3.3 Alternative operating hours may be agreed individually.
- 3.4 The Provider does not provide support on regional public holidays applicable at the registered office of the relevant ALVAO entity.

4 Severity and First Response Time

- 4.1 **"First Response Time"** means the time from the moment the Customer properly reports an Incident or Request in the prescribed manner to the moment the Provider confirms receipt of the ticket, verifies its severity, and begins work on its resolution.
- 4.2 Failure to meet the First Response Time does not give rise to the Customer's entitlement to a Service Credit or other compensation; a Service Credit is provided exclusively in connection with failure to meet the Service Level under the SLA.
- 4.3 The time to full resolution of an Incident or Request is not subject to the Provider's commitment and is not guaranteed by this Annex. Resolution depends on the complexity, reproducibility, and scope of the Incident, as well as on the Customer's cooperation. The Provider uses reasonable efforts to resolve the issue as quickly as possible and keeps the Customer informed of progress.
- 4.4 Severity and First Response Times for Incidents

Incident Severity	Essential	Premium	Platinum
Critical	3h	2h	1h
Medium	6h	4h	2h
Low	8h	6h	4h

- 4.5 First Response Times for Requests

Request Types	Essential	Premium	Platinum
Requests (how-to, etc.)	8h	6h	4h

- 4.6 Definition of Incident **Severity**:
 - (i) **Critical.** An Incident that has a fundamental impact and prevents the use of the main features of the Online Application; loss or corruption of data that affects business transactions; or disclosure of information that users should not see; the Online Application as such is unavailable.
 - (ii) **Medium.** An Incident that limits the use of the Online Application or a specific feature of the Online Application, but a workaround exists, or where part of the Online Application does not comply with the documented specification.
 - (iii) **Low.** An Incident that does not limit operation but affects the work procedures with the Online Application, for example minor inconsistencies of controls or outputs compared to the documentation.

- (iv) The Provider's staff will determine the severity after initial analysis of the ticket. The Customer may mark an Incident as high-priority if it meets the criteria for Critical severity.
- 4.7 Requests (how-to queries, requests for information, requests for configuration assistance) are not classified by severity and have a uniform First Response Time based on the plan.

5 Prepaid Hours and Billing Rules

- 5.1 Work beyond the Prepaid Hours is charged at the Provider's current rates for professional services. The minimum billable unit for remote work is fifteen (15) minutes; for on-site work (if ordered), one (1) business day. Travel expenses may be charged separately.

6 Escalation

- 6.1 The Premium and Platinum plans include telephone support, which functions as an escalation channel in addition to the Service Desk. For Critical Incidents, the Customer must report via the Service Desk and by telephone (if available under its plan). If the Customer fails to report a Critical Incident in the prescribed manner, the First Response Time is counted from the moment the Provider actually became aware of the Incident.

7 Support Scope

- 7.1 Support applies to the Online Application with all licensed products, modules, and certified applications.
- 7.2 Related Microsoft products, third-party applications, and infrastructure managed by the Customer are not included in the scope of support.
- 7.3 Limited support for Customer-developed custom code is available under the Premium and Platinum plans.
- 7.4 The following are also not included in the scope of support:
 - (i) requests for new features, extensions, or improvements to the Online Application beyond the documented functionality;
 - (ii) data recovery beyond the standard backup described in the Online Application Specification;
 - (iii) configuration, tuning, or troubleshooting of the Customer's environment, identity provider (for example Microsoft Entra), network, or end devices;
 - (iv) custom integrations, modifications, or extensions created by the Customer or by a third party at the Customer's request, except for limited support under the Premium and Platinum plans;
 - (v) Incidents that the Provider is unable to reproduce in the Provider's environment;

- (vi) support for versions of the Online Application that are no longer supported under the Provider's current version support policy;
- (vii) architectural, consulting, or methodological services exceeding the scope of responses to a specific Incident or Request – these are subject to a separate agreement and charging.

8 Support Procedure

- 8.1 The Customer will register an Incident or Request through the ALVAO Service Desk (24×7) or by email at support@alvao.com. Telephone support is available for the Premium and Platinum plans.
- 8.2 The Customer will provide a clear description of the issue, the severity level, and any screenshots or logs.
- 8.3 The Provider will confirm receipt of the request, verify the severity, and begin triage. Where necessary, the Provider will escalate the issue internally.
- 8.4 The Customer will cooperate throughout the resolution process by providing timely information and access and, where relevant, a test environment for customer customizations or integrations.