

ALULA PRO PROGRAM TERMS AND CONDITIONS

THIS DOCUMENT SHOULD BE CONSIDERED TO AUGMENT OR SUPPLEMENT ANY OTHER WRITTEN AGREEMENTS BETWEEN ALULA AND PARTICIPATING DEALER **AND NOT** TO REPLACE OR SUPERCEDE ANY SUCH AGREEMENT.

THESE ALULA PRO PROGRAM (“PROGRAM”) TERMS AND CONDITIONS (“TERMS AND CONDITIONS”) GOVERN PARTICIPATION IN THE PROGRAM, INCLUDING, BUT NOT LIMITED TO, ACCESS AND USE OF THE PARTNER RESOURCE CENTER (PRC). BY CLICKING “ACCEPT” OR ACCESSING OR USING THE PARTNER RESOURCE CENTER, THE PARTICIPATING SECURITY DEALER (“PARTICIPATING DEALER,” “YOU,” OR “YOUR”) AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, THEN CLICK “DECLINE” AND DO NOT PARTICIPATE IN THE PROGRAM OR ACCESS OR USE THE PARTNER RESOURCE CENTER.

1. Program Year. Each year of the Program shall take place from January 1 through December 31 of that same calendar year (each such period, a “Program Year”).

2. Program Level.

(a) Participating Dealer shall be assigned a “Program Level” for the specified Program Year. Participating Dealer’s Program Level determines the Program benefits for which Participating Dealer will be eligible. For the first year of the Program (January 1, 2020 through December 31, 2020) (“Program Year 1”), Participating Dealer shall be notified of its Program Level on or after July 1, 2020. For all subsequent Program Years, Participating Dealer shall be notified of its Program Level on or after January 1 of that Program Year. You acknowledge that Alula may notify you of your Program Level through the PRC.

(b) Program Level is determined by Participating Dealer’s: (i) total net device activations of Qualifying Alula Products during the prior Program Year, and (ii) training hours completed per technician during the prior Program Year. For Program Year 1, Program Level will be determined by Participating Dealer’s: (i) total net device activations from October 1, 2019 through March 31, 2020, and (ii) training hours completed per technician from October 1, 2019 through March 31, 2020. Alula may notify Participating Dealer during the current Program Year that it has already qualified for a higher Program Level for the following year, and may, allow such Participating Dealer to move up to the higher Program Level during the current Program Year.

(c) Program Levels shall be as follows: Basic, Silver, Gold, Platinum, and Diamond.

Annual net device activations and training hour requirements for each Program Level are as follows:

Criteria	Basic	Silver	Gold	Platinum	Diamond
Annual device activations	<120	120-299	300-599	600-4799	4800+
Minimum training hours per technician per year	2 hours	4 hours	4 hours	6 hours	8 hours

For Program Year 1, the annual net device activations and training hour requirements to qualify for each Program Level will be half of the values provided above.

3. Program Benefits.

(a) *Overview.* Program benefits are set forth in Exhibit A attached hereto. For Program Year 1, Participating Dealer shall be eligible for benefits beginning on July 1, 2020. For subsequent Program Years, Participating Dealers shall be eligible for benefits beginning on January 1.

(b) *Further Detail regarding Benefits.*

- a. Access to Partner Resource Center. Participating Dealers may access certain Alula materials and product photos found on the Partner Resource Center and may use Alula materials and images in accordance with Section 5 herein. Materials that can be co-branded and private-labeled will be made available on the PRC.
- b. Alula Facebook User Group. Participating Dealers may engage in communications with other program members and Alula employees through the Alula Facebook User Group.
- c. Invitation to Attend New Product/Feature Webinars. Alula shall periodically invite Participating Dealers to attend New Product/Feature webinars that give customers the opportunity to learn about new products.
- d. Pro Education. Alula provides training materials and opportunities for Participating Dealers to access and attend. Access to training materials and sessions is dependent upon the Participating Dealer’s Program Level.
- e. Access to Alula Executive Forums. Alula shall periodically hold Executive Forums where qualifying Participating Dealers may be invited to attend. Alula Executive Forums will be attended by members of Alula’s leadership team and will take place at varying times and in various locations.
- f. On-site Installation Assist & Training. Qualifying Participating Dealers will be visited one-time per Program Year by a member of the Alula Customer Experience Team. Participating Dealers may use the visit for on-site installation assistance and/or technician training.
- g. Direct-to-dealer Communications. Alula shall send newsletters and emails to Participating Dealers regarding, among other things, new products, product updates, technical information, and product promotions.
- h. Usage of Alula Licensed Marks. See Section 4 for further information. Participating Dealers may use the marks depicted in the Alula Brand Guidelines, found on the PRC.
- i. Customized Marketing Services. Alula is making select marketing services available to Gold, Platinum and Diamond level program members. A list of available marketing services can be found in the Alula Pro – Pro Points Guide.
- j. ConnectUP Rebate Program. Participating Dealers receive up to a \$50 rebate for replacing a “sunset”

device. For more information visit <https://alula.com/sunset/>.

- k. **Brandable App.** The Alula Interactive mobile app is available for Participating Dealers to brand with their own company logo and contact information.
- l. **Alula Referral Program.** Learn more at <https://alula.com/partner-referral/>. Qualifying members may earn up to 3-times the bonus.
- m. **Preferred Hardware Pricing.** Silver and Gold Participating Dealers will receive discounted pricing on select Alula hardware.
- n. **Preferred Service Pricing.** Gold Participating Dealers will receive discounted pricing on select Alula services.
- o. **Pro Points.** Additional information regarding Pro Points is found in the Alula Pro - Pro Points Guide. Pro Points shall be available for Gold, Platinum, and Diamond Participating Dealers.
- p. **White Label App.** The Alula Interactive mobile app may be branded and renamed so that it appears on app stores under the name of Diamond Qualifying Dealers. The app then appears to be that of the qualifying dealer's company and no longer bears any Alula marks.
- q. **New Product Samples.** Qualifying members shall receive complimentary product samples for select NPIs.

4. As a Participating Dealer, and subject to your compliance with the Terms and Conditions, and only during the Licensed Term, you will have the personal, non-exclusive, non-transferable, revocable, royalty-free license, without the right to sublicense, to use the Alula name, logo, trademarks, servicemarks, copyrights, images, and Alula branded materials (collectively, the "Marks and Materials") in advertising, sales promotion and marketing materials, signs, displays, and other marketing materials, but only in connection with your resale of Alula Products and Services.

License Limitations. Participating Dealer may not reverse engineer, disassemble, decompile, or decipher the Mark and Materials, Participating Dealer may not sublicense or transfer its rights to any third party. Except as otherwise expressly permitted by Alula, Participating Dealer may not modify or create derivative works of the Marks and Materials, in whole or in part.

Participating Dealer's use of the Marks shall be in strict accordance with the Alula Brand Guidelines, available on the PRC, which may be reasonably updated from time to time. Participating Dealer shall ensure that all materials it uses in any way satisfy the brand standards/guidelines provided by Alula with respect to the appearance and manner of use of the Marks and Materials.

Participating Dealer shall display the Marks and Materials only in a positive manner, and will not use the Marks and Materials in any way that disparages Alula, its products or services, or in any manner which would diminish or otherwise damage Alula's goodwill, including, but not limited to, uses which could be deemed to be obscene, in poor taste or unlawful, or which purpose is to encourage unlawful activities.

Participating Dealer shall not use the Licensed Marks in a domain name, website name, or as part (or whole) of the URL relating to a website. Participating Dealer shall not link web pages featuring the Marks to any other website owned or controlled by Alula and shall not enter into any agreement

relating to the placement of paid listings for "keyword" or similar website searches that consist of the Marks either alone or in combination with other words and phrases.

5. Participating Dealer will cooperate fully in providing Alula access to Participating Dealer's documents, materials and Certified Products, including providing Alula with samples of promotional materials employing the Marks or Materials.

(Any right not expressly granted to Participating Dealer, including any right to use any other mark owned or licensed by Alula, is specifically reserved for Alula. Nothing in this Agreement shall be construed (expressly or by implication) as granting or conveying to Participating Dealer, or as otherwise creating, any licenses or other rights or interests in or to the Alula Marks and Materials other than as specifically and expressly granted under this Agreement.

Subject to the foregoing, each of the parties hereto is and shall remain the owner of all rights in and to its name and logo, as the same now exist or as they may hereafter be modified, including all rights in and to any copyright, trademark, servicemark and/or like rights pertaining thereto. any and all goodwill, rights, or interests that might be acquired with respect to the Marks and Materials used by Participating Dealer shall inure to the sole benefit of Alula.

6. The rights granted to Participating Dealer under this Section shall immediately terminate in the event that Participating Dealer's acts or omissions breach the provisions hereof or otherwise harm the reputation or goodwill associated with the Marks and Materials. Upon termination of this Agreement, Participating Dealer will cease to use any of such marks, names or logos and shall, within a reasonable time, remove any reference to Alula from its advertising and promotional material.

7. Alula may publicly disclose the Participating Dealer's name on a list of Alula clients and use the Participating Dealer logo or other trademark or service mark on any such a list.

8. THE MARKS AND MATERIALS ARE PROVIDED "AS-IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. ALULA EXPRESSLY DISCLAIMS ALL EXPRESS, IMPLIED, AND OTHER REPRESENTATIONS AND WARRANTIES REGARDING THE MARKS AND MATERIALS, INCLUDING WITHOUT LIMITATION ANY AND ALL IMPLIED WARRANTIES OF TITLE, OWNERSHIP, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR OF THE VALIDITY OR REGISTRATION OF ALULA'S RIGHTS IN THE MATERIALS AND MARKS.

9. ALULA DISCLAIMS ANY AND ALL SUCH WARRANTIES AND ALL OTHER WARRANTIES THAT MIGHT OTHERWISE BE IMPLIED BY APPLICABLE LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALULA EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF OWNERSHIP OF ANY REGISTRATIONS, APPLICATIONS, OR COMMON LAW RIGHTS IN THE MARKS IN ANY COUNTRY OR TERRITORY.

In the event that Alula determines, in its sole discretion that Dealer has failed to comply with these terms and

conditions, Alula may immediately terminate a Dealer's participation in the Alula Partner Program

**EXHIBIT A
ALULA PRO PROGRAM BENEFITS**

		Basic	Silver	Gold	Platinum	Diamond
Education/ Networking Benefits	Partner Resource Center access	✓	✓	✓	✓	✓
	Alula Facebook User Group	✓	✓	✓	✓	✓
	Invited to new product/feature webinars	✓	✓	✓	✓	✓
	Pro Education	Self-serve	Webinar	Webinar	In-person	In-person
	Access to Alula Executive Forums			✓	✓	✓
	On-site installation assistance & training (1x Year)					✓
Marketing Benefits	Access to product photos and literature	✓	✓	✓	✓	✓
	Direct-to-dealer communications	✓	✓	✓	✓	✓
	Access to brandable marketing materials	✓	✓	✓	✓	✓
	Alula Pro logo usage	✓	✓	✓	✓	✓
	Tailored marketing services			✓	✓	✓
Other Key Benefits	ConnectUP rebate program	✓	✓	✓	✓	✓
	Brandable app	✓	✓	✓	✓	✓
	Alula referral program	✓	✓	2X Bonus	3X Bonus	3X Bonus
	Preferred Pricing (Hardware)		✓	✓	✓	✓
	Preferred Pricing (Services)		✓	✓	✓	✓
	Pro Points (1 point per dollar spent on Qualifying Alula Services)			✓	✓	✓
	White label app					✓
New product samples					✓	