

Posted: August 9, 2023

NEAT PULSE AGREEMENT

This agreement contains an arbitration and class action waiver. Please review Section 11 (*Arbitration*) for details.

PLEASE READ THIS AGREEMENT CAREFULLY. BY ENTERING INTO A SERVICE CONTRACT FOR NEAT PULSE, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

This NEAT PULSE Agreement constitutes an agreement (this “Agreement”) by and between Neatframe Ltd. (“Neat”) and the individual, corporation, LLC, partnership, sole proprietorship, or other business entity entering this Agreement (“Customer”). This Agreement is effective as of the date your Service Contract (defined below) begins (the “Effective Date”).

THE BENEFITS CONFERRED BY THIS AGREEMENT ARE IN ADDITION TO ALL RIGHTS AND REMEDIES PROVIDED UNDER CONSUMER PROTECTION LAWS AND REGULATIONS. THIS AGREEMENT SHALL NOT PREJUDICE THE RIGHTS GRANTED BY APPLICABLE CONSUMER LAW, INCLUDING THE RIGHT TO RECEIVE REMEDIES UNDER STATUTORY WARRANTY LAW AND TO SEEK DAMAGES IN THE EVENT OF THE NON-PERFORMANCE BY NEAT OF ANY OF ITS CONTRACTUAL OBLIGATIONS.

1. Neat Pulse

This Agreement governs the services provided by Neat under your Neat Pulse agreement (“Service Contract”) and includes the terms in this document, additional terms contained in your Service Contract, and the original sales receipt for your purchase of a Service Contract. Your Service Contract will be provided to you at the time of purchase or sent to you automatically thereafter.

Benefits under this Agreement are additional to your rights under applicable laws and Neat’s standard warranty available at [Warranty statement \(neat.no\)](https://www.neat.no/warranty-statement).

Pricing options will be made available to you at the time of purchase, depending on which Neat Pulse offering you choose. Certain advanced features—both current and future—may be subject to additional terms. You can find the price of the Service Contract on the original sales invoice as provided by the seller from whom you’ve purchased your Service Contract (a “Reseller”).

If you are requesting a Service Contract for existing equipment, you must provide Neat a list of serial numbers of equipment at the time of purchase that you intend to be covered under the Service Contract. If you request a Service Contract in connection with a device purchase, such device will be automatically linked to your Service Contract. A Service Contract covers only the specific equipment linked to and listed in the Service Contract (collectively, the “Covered Equipment”).

The Neat Pulse Service Contract is offered at the following “Levels”;

- Pulse Starter. This service includes only Neat Pulse Control. “Neat Pulse Control” provides access to Neat’s powerful Neat Pulse platform where you can configure your Neat devices, then centrally control, manage and monitor them as described in Section 3 below.
- Pulse Plus. This service includes Neat Pulse Control and Neat Pulse Care. “Neat Pulse Care” provides technical support as described in Section 4.1 below.
- Pulse Pro. This Service Contract includes Neat Pulse Control, Neat Pulse Care and Neat Pulse Cover. “Neat Pulse Cover” provides an extended warranty for Covered Equipment as set forth in Section 4.2 below.

2. Service Contract Term

The period of time your Covered Device(s) are covered under your Service Contract (your “Service Contract Term” will be listed on your Service Contract.

Neat will provide written notice to the primary contact listed on the Service Contract order sixty (60) and thirty (30) days prior to the expiration of your Service Contract Term. Contact pulse@neat.no for confirmation of the contact for your organization. Neat will not automatically renew any Service Contracts.

3. Cloud Management and Monitoring for Neat Devices

Your Neat Pulse Service Contract (all levels) includes access to the Neat Pulse Control cloud management and monitoring service for your Covered Equipment. More information about the Neat Pulse Control is available at <https://neat.no/pulse/>

Neat retains all right, title and interest in and to Neat Pulse Control, including without limitation all software included in and used to provide Neat Pulse Control and all logos and trademarks reproduced through Neat Pulse Control. This Agreement does not grant you the right to reproduce, modify, distribute or publicly display or perform the software included in Neat Pulse Control, or any other right to Neat Pulse Control not specifically set forth herein.

You are responsible for ensuring that your use of Neat Pulse Control complies with all applicable laws, regulations, and industry standards. This includes, but is not limited to, compliance with data protection, privacy, intellectual property, and export control laws. Without limiting the foregoing, you shall not (a) attempt to access, penetrate, or tamper with Neat Pulse Control, its systems, or networks without proper authorization; (b) engage in any activity that could compromise the security, integrity, or availability of Neat Pulse Control or its users' data, including hacking, distribution of malware, or launching Denial of Service (DoS) attacks; (c) use Neat Pulse Control for any unlawful purpose, including but not limited to the distribution of illegal content, infringement of intellectual property rights, or violation of applicable laws and regulations; (d) transmit, post, or distribute any content that is defamatory, harassing, hateful, obscene, or otherwise objectionable, including hate speech or content that incites violence or discrimination; (e) engage in any form of unsolicited communication, including spamming, phishing, or sending bulk emails without proper authorization or in violation of applicable anti-spam laws; (f) share, distribute, or disseminate Neat Pulse Control or any portion thereof without Neat’s prior written consent; or (g) otherwise use Neat Pulse Control in a manner that exceeds the scope of your authorized access, or use Neat Pulse Control on behalf of any third party without proper authorization.

4. Extended Warranty and Support

Neat Pulse Plus and Pulse Pro also include the additional support services for Covered Equipment during your Service Contract Term as further described below. Neat Pulse Pro includes an additional warranty coverage for Covered Equipment during the Service Contract Term as further described below.

NOTE: Neat Pulse Starter does not include an extended warranty or support, and only Neat’s standard warranty terms ([Warranty statement \(neat.no\)](#)) shall apply.

4.1 Neat Pulse Care

For Neat Pulse Plus and Pulse Pro customers during the Service Contract Term, Neat will provide you with Neat Pulse Care, which provides priority access to e-mail based technical support for Covered Equipment. Neat Pulse Care may include assistance with installation, launch, configuration, troubleshooting, and recovery (excluding data recovery); interpreting system error messages; and determining when hardware service is required. Neat will provide support for the then-current version of the supported software, and the prior Major Release. For purposes of this Section, the term “Major Release” means a significant version of software that is commercially released by Neat in a release number format such as “1.0” or “2.0” and which is not in beta or pre-release form.

Neat Pulse Care is limited to the following: (i) the Covered Equipment, (ii) Neat branded software applications that are pre-installed on or designed to operate with the Covered Equipment (“Consumer Software”), and (iii) and connectivity issues between the Covered Equipment and a computer or device that meets the Covered Equipment’s connectivity specifications and runs an operating system supported by the Covered Equipment.

For clarity, Neat Pulse Care is not available to Neat Pulse Starter customers, and only Neat’s standard warranty terms ([Warranty statement \(neat.no\)](#)) shall apply.

4.2 Neat Pulse Cover

EXCLUSIVELY For Neat Pulse Pro customers, if during the Service Contract Term, you submit a valid claim by notifying Neat that a defect in materials and workmanship has arisen in the Covered Equipment & Neat determines that the product is covered by this warranty, Neat will (at its option) repair or replace it. In such case, Neat will issue a return merchandise authorization (“RMA”) and send you a replacement device along with prepaid waybills (and, if needed, packaging material) to return the Covered Equipment. You must ship the Covered Equipment to an agreed return site in accordance with Neat’s instructions. Neat will pay for shipping to and from your location if you follow all instructions. In most cases, Neat will overnight the replacement device in advance of receiving the defective device, but larger items (e.g., Neat Boards) may take up to two (2) weeks to arrive once shipped, depending on your location.

Neat will exchange the Covered Equipment with a replacement product that is new or comprised of new and/or previously used genuine Neat parts and has been tested and passed Neat functional requirements. All replacement products provided under this Agreement will at a minimum have the same or substantially similar features (e.g., a different model with the same features, or the same model in a different color) as the original product. If Neat exchanges the Covered Equipment, the original product becomes Neat’s property and the replacement product is your property, with coverage effective for the remainder of the Service Contract Term or ninety (90) days, whichever is longer. Neat may use Covered Equipment or replacement parts for service that are sourced from a country that is different from the country from which the Covered Equipment or original parts were sourced.

Should you require further assistance, you should contact Neat at support@neat.no.

Neat may change the method by which Neat provides repair or replacement service to you, and your Covered Equipment’s eligibility to receive a particular method of service.

For clarity, Neat Pulse Cover is not available to Neat Pulse Plus or Pulse Starter customers, and only an applicable manufacturer warranty or Neat’s standard warranty terms ([Warranty statement \(neat.no\)](#)) shall apply.

Other Exclusions apply as described below.

5. What is not Covered?

5.1 Neat Pulse Cover

Neat may restrict Neat Pulse Cover to the country where the Covered Equipment was originally purchased.

Neat will not provide Neat Pulse Cover in the following circumstances:

- (a) To protect against normal wear and tear, or to repair cosmetic damage not affecting the functionality of the Covered Equipment;**
- (b) To conduct preventative maintenance;**

- (c) To replace Covered Equipment that is lost or stolen;
- (d) To repair damage, including excessive physical damage (e.g., products that have been crushed, bent or submerged in liquid), caused by reckless, abusive, willful or intentional conduct, or any use of the Covered Equipment in a manner not normal or intended by Neat;
- (e) To install, remove or dispose of the Covered Equipment, or the equipment provided to you while the Covered Equipment is being serviced;
- (f) To repair damage caused by a product that is not Covered Equipment;
- (g) To repair any damage to Covered Equipment (regardless of the cause) if the Covered Equipment has been opened, serviced (including for upgrades and expansions), modified, or altered by anyone other than Neat or an authorized representative of Neat;
- (h) To repair pre-existing conditions of the Covered Equipment if you purchased the Service Contract after you purchased the Covered Equipment;
- (i) To repair any damage to Covered Equipment with a serial number that has been altered, defaced or removed;
- (j) To repair damages caused by fire, earthquake, flood, or other similar external causes;
- (k) To protect against damage caused by the presence of hazardous materials, including, but not limited to, biological materials and allergens, which present a risk to human health;
- (l) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any electronic hardware or software, or components thereof, that are used to store, process, access, transmit, or receive information within Covered Equipment as a result of any cause or loss other than covered losses specifically stated in this Agreement, including any unauthorized access or unauthorized use of such system, a denial of service attack, or receipt or transmission of malicious code;
- (m) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any electronic data stored within Covered Equipment, including any such loss caused by unauthorized access or unauthorized use of such data, a denial-of-service attack, or receipt or transmission of malicious code; or
- (n) Where your Service Contract does not include Neat Pulse Pro.

5.2 Neat Pulse Care

Neat will not provide Neat Pulse Care in the following circumstances:

- (a) For use or modification to the Covered Equipment or Consumer Software in a manner for which the Covered Equipment or software is not intended to be used or modified;
- (b) For issues that could be resolved by upgrading software to the then-current version;
- (c) For third-party products or their effects on or interactions with the Covered Equipment or Consumer Software;
- (d) For your use of a computer or operating system that is not related to Consumer Software or to connectivity issues with the Covered Equipment;
- (e) For software other than the Consumer Software;
- (f) For any Consumer Software designated as “beta”, “prerelease,” or “preview” or similar designation;
- (g) For damage to, or loss of, any software or data that was residing or recorded on the Covered Equipment (note: Neat Pulse Care does not cover the recovery or reinstallation of software programs and user data);
- (h) For third-party web browsers, email applications, or Internet service provider software necessary for their use;
- (i) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any electronic hardware or software, or components thereof, that are used to store, process, access, transmit, or receive information within Covered Equipment as a result of any cause or loss other than covered losses specifically stated in this Agreement, including any unauthorized access or unauthorized use of such system, a denial of service attack, or receipt or transmission of malicious code; or
- (j) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any electronic data stored within Covered Equipment, including any such loss

caused by unauthorized access or unauthorized use of such data, a denial-of-service attack, or receipt or transmission of malicious code.

6. How to Obtain Service and Support?

If you have Neat Pulse Plus or Pulse Pro or are within 90-days of your original purchase, you may obtain service or technical support by e-mailing support@neat.no or by entering a support ticket at <https://neat.no/support>. You must provide your Covered Equipment serial number. You may also be required to, upon request, present your Service Contract, and the original sales receipt for your Covered Equipment.

7. Your Responsibilities.

To receive service or support under the Service Contract, you agree to (i) provide the serial number of your Covered Equipment, (ii) provide information about the symptoms and causes of the issues with the Covered Equipment, (iii) respond to requests for information needed to diagnose or service the Covered Equipment, (iv) follow instructions Neat gives you, (v) update software to currently published releases prior to seeking service, and (vi) back up software and data residing on the Covered Equipment.

DURING HARDWARE SERVICE, NEAT WILL DELETE THE CONTENTS OF THE COVERED EQUIPMENT, REFORMAT THE STORAGE MEDIA, AND REINSTALL THE COVERED EQUIPMENT'S ORIGINAL SOFTWARE CONFIGURATION AND SUBSEQUENT UPDATE RELEASES, WHICH WILL RESULT IN THE DELETION OF ALL SOFTWARE AND DATA THAT RESIDED ON THE COVERED EQUIPMENT PRIOR TO SERVICE. Neat will return your Covered Equipment or provide a replacement as the Covered Equipment was originally configured, subject to applicable updates. You will be responsible for reinstalling all other software programs, data and passwords.

8. Limitation of Liability.

THERE ARE NO EXPRESS WARRANTIES RELATING TO THE PRODUCT OTHER THAN THOSE DESCRIBED HEREIN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEAT EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND LIMITS THE DURATION OF ANY APPLICABLE IMPLIED WARRANTIES TO THE WARRANTY PERIOD SET FORTH ABOVE. NEAT SPECIFICALLY DOES NOT WARRANT THAT (i) IT WILL BE ABLE TO REPAIR OR REPLACE COVERED EQUIPMENT WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA, (ii) IT WILL MAINTAIN THE CONFIDENTIALITY OF DATA, OR (iii) THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE. SOME COUNTRIES, STATES AND PROVINCES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEAT WILL NOT BE RESPONSIBLE FOR LOSS OF USE, LOSS OF INFORMATION OR DATA, COMMERCIAL LOSS, LOST REVENUE OR LOST PROFITS, OR OTHER INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF NEAT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE. SOME COUNTRIES, STATES AND PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR TOTAL CUMULATIVE LIABILITY TO YOU OR ANY THIRD PARTY UNDER THIS AGREEMENT, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED AN AMOUNT EQUAL TO THE PRICE OF COVERED EQUIPMENT PURCHASED BY YOU IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM GIVING RISE TO SUCH LIABILITY OR \$500, WHICHEVER IS GREATER.

IN LIEU OF ANY OTHER REMEDY FOR ANY AND ALL LOSSES AND DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER (INCLUDING NEGLIGENCE, OR DEFECTIVE GOODS, NO MATTER WHETHER SUCH DEFECTS ARE DISCOVERABLE OR LATENT), NEAT MAY, AT ITS SOLE AND EXCLUSIVE OPTION AND IN ITS DISCRETION, REPAIR OR REPLACE YOUR PRODUCT, OR REFUND ITS PURCHASE PRICE.

9. Cancellation; Termination.

9.1 Your Cancellation Rights

If you choose to cancel your Service Contract prior to the expiration of the Service Contract Term, no refunds shall be provided for the remaining period of the current term. Upon cancellation, your Service Contract will continue to remain active and accessible for the duration of the current Service Contract Term.

9.2 Neat's Termination Rights

Neat may terminate this Agreement if you violate any terms or conditions contained herein. For clarity, in the event of termination, your access to Neat Pulse Control will terminate.

Additionally, unless applicable local law provides otherwise, Neat may terminate your Service Contract if service parts for the Covered Equipment are not available or if Neat makes an end of life decision for the Covered Equipment, upon sixty (60) days' prior written notice. In such case, Neat will provide a pro rata refund for the unexpired Service Contract Term to the Reseller from whom you purchased your Service Contract. Please contact your Reseller to effectuate your refund.

9.3 Effect of Cancellation

If this Agreement expires or terminates for any reason, your access to Neat Pulse Control, Pulse Care and Pulse Cover, as applicable, will automatically terminate and you will no longer be able to obtain service or support for Covered Equipment.

10. Agreement Changes

The terms and conditions of this Agreement will remain in effect for the duration of your Service Contract Term and each renewal if applicable, unless Neat notifies you of revised Agreement terms and conditions. Neat may, at any time, revise any of the terms and conditions of this Agreement. Such notice will be provided in a separate writing or email, or by other reasonable method. The revisions will be effective upon renewal of your Service Contract. If you do not agree to the revised Agreement terms and conditions, you may cancel the Service Contract in accordance with Section 9 above. If you do not cancel the Service Contract you will be bound by such revised Agreement terms and conditions.

Notwithstanding the foregoing, if Neat adopts any revision to this Agreement that would broaden your coverage without additional cost or any increase in service fees, the broadened coverage will immediately apply to your Service Contract.

11. Binding Arbitration Agreement; Class Action Waiver

Except as set forth below, you and we agree that we will resolve any controversies, claims, counterclaims, or other disputes between you and us or you and a third-party agent of ours (each a "Claim") through binding and final arbitration, instead of through court proceedings, in accordance with the Consumer Arbitration Rules of the American Arbitration Association ("AAA Rules"). This arbitration agreement applies to any existing or future Claims that you have not individually filed in a court of law prior to the date you agreed to this Agreement. The AAA Rules are available at www.adr.org or by calling 1-800-778-7879. You and we hereby waive any right to a jury trial of any Claim. The arbitration will be heard and determined by a single arbitrator. The arbitrator's decision in any such arbitration

will be final and binding upon the parties and may be enforced in any court of competent jurisdiction. You and we agree that the arbitration proceedings will be kept confidential and that the existence of the proceeding and any element of it (including, without limitation, any pleadings, briefs or other documents submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration, by applicable disclosure rules and regulations of securities regulatory authorities or other governmental agencies, or as specifically permitted by state law. The Federal Arbitration Act and federal arbitration law apply to this agreement. However, the Arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, validity, applicability, enforceability, or formation of this Agreement including, but not limited to, a claim that all or any part of this Agreement is void or voidable.

To begin an arbitration proceeding, you must send us an individual letter signed by you requesting arbitration and describing your claim at 100 Park Avenue, 16th Floor, New York, NY 10017, Attn: Legal Department. This letter must be sent at least five (5) days before you initiate an arbitration proceeding against us.

Any party to the arbitration may, at any time more than ten (10) days before arbitration, serve an offer of compromise in writing upon any other party to the action. Offers of compromise pursuant to this Agreement will be adjudicated and interpreted in accordance with California Code of Civil Procedure section 998.

If you demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of the administrative costs and arbitrator's fees required for the arbitration as the arbitrator deems necessary to prevent the cost of the arbitration from being prohibitive. In the final award, the arbitrator may apportion the costs of arbitration and the compensation of the arbitrator among the parties in such amounts as the arbitrator deems appropriate.

This arbitration agreement does not preclude either party from seeking action by federal, state, or local government agencies. You and we also have the right to bring qualifying claims in small claims court or transfer qualifying claims to small claims court. In addition, you and we retain the right to apply to any court of competent jurisdiction for provisional relief, including pre-arbitral attachments or preliminary injunctions, and any such request shall not be deemed incompatible with this Agreement, nor a waiver of the right to have disputes submitted to arbitration as provided in this Agreement.

Neither you nor we may act as a class representative or private attorney general, nor participate as a member of a class of claimants, with respect to any Claim. You may not bring Claims in arbitration on a class, consolidated or representative basis. The arbitrator can decide only your and/or our individual Claims. The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated without prior written consent of the parties. The arbitrator may award in the arbitration the same damages or other relief available under applicable law, including injunctive and declaratory relief, as if the action were brought in court on an individual basis. Notwithstanding anything to the contrary in the foregoing or herein, the arbitrator may not issue a "public injunction" and any such "public injunction" may be awarded only by a federal or state court. If either party seeks a "public injunction," all other claims and prayers for relief must be adjudicated in arbitration first and any prayer or claim for a "public injunction" in federal or state court stayed until the arbitration is completed, after which the federal or state court can adjudicate the party's claim or prayer for "public injunctive relief." In doing so, the federal or state court is bound under principles of claim or issue preclusion by the decision of the arbitrator.

If any provision of this Section is found to be invalid or unenforceable, then that specific provision shall be of no force and effect and shall be severed, but the remainder of this Section shall continue in full force and effect. No waiver of any provision of this Section of the Terms will be effective or enforceable unless recorded in a writing signed by the party waiving such a right or requirement. Such a waiver shall not waive or affect any other portion of this Agreement. This Section of the Terms will survive the termination of your relationship with us.

THIS SECTION LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN AAA RULES, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

12. General Terms.

(a) Neat may subcontract or assign performance of its obligations to third parties but shall not be relieved of its obligations to you in doing so.

(b) Neat is not responsible for any failures or delays in performing under the Agreement that are due to events outside of Neat's reasonable control.

(c) You are not required to perform preventative maintenance on the Covered Equipment to receive service under the Agreement.

(d) This Agreement is not available to a country subject to a United States embargo. Persons who have not reached the age of majority may not purchase this Agreement. This Agreement may not be available in all jurisdictions, including all provinces and territories of the United States, and is not available where prohibited by law.

(e) In carrying out its obligations Neat may, at its discretion and solely for the purposes of monitoring the quality of Neat's response, record part or all of the calls between you and Neat.

(f) You agree that any information or data disclosed to Neat under this Agreement is not confidential or proprietary to you. Furthermore, you agree that Neat may collect and process data on your behalf when it provides any service. This may include transferring your data to affiliated companies or service providers in accordance with the Neat Customer [Privacy Policy](#). Neat has security measures, which should protect your data against unauthorized access or disclosure as well as unlawful destruction. You understand and agree that by entering into a Service Contract, Neat will use, process, transfer, and protect your information in accordance with Neat Customer Privacy Policy available at <https://neat.no/privacy-policy/>. Without prejudice to the foregoing, you agree that Neat, its affiliates or service providers may use and process your name, device serial number, contact information, repair history and other personal information we, our affiliates or service providers collect or generate in relation to your Agreement, for the purposes of: (i) providing and administering the services under the Agreement and performing this contract; (ii) ensuring service quality; and (iii) communicating with you regarding your Agreement, related financial transactions, and services and support provided under this contract. For such purposes, you agree that this may include the transfer of your personal information between Neat, its affiliates and service providers. If you have any questions regarding the processing of your personal data, contact Neat at support@neat.no.

(g) The terms of the Agreement, including the original sales receipt and the Service Contract, shall prevail over any conflicting, additional, or other terms of any purchase order or other document, and constitute your and Neat's entire understanding with respect to the Agreement.

(h) You agree that any action of whatever nature relating to this Agreement, except as otherwise set forth herein, will be filed only in the state or federal courts located in New York, New York. You consent and submit to the personal jurisdiction of such courts for the purposes of any such action.

(i) Support services under this Agreement may be available in English only.