

## EVOTHINGS USER TERMS AND CONDITIONS

The Cloud Services and the Site, as defined below, are provided to Customer by Evothings AB, a company registered in Sweden with corp. reg. no. 556935-8848 ("Evothings").

These terms are between Evothings and Customer, when using the Cloud Services and the Site.

Please read these terms and conditions ("T&Cs") carefully before creating an account, or using Evothings' cloud based services (the "Cloud Services"), provided through the Evothings Workbench and Evothings Viewer software (the "Software Clients"), available for download at the website <https://evothings.com> (the "Site"), and/or iOS/Android app stores, as applicable. All referred use of the Cloud Services also include Customer's use of the Software Clients. By creating an account at the Site and by using the Cloud Services, Customer agrees to strictly adhere to the T&Cs.

Evothings has the right to revise and amend the T&Cs from time to time. In the event of any changes to the T&Cs, Evothings will notify Customer by e-mail 30 days in advance. By continuing to use the Cloud Services after such notification period, Customer agrees to be bound by the revised or amended T&Cs. If Customer doesn't agree to the changes to the T&Cs, Customer must stop using the Services.

- 1. Acceptance of the T&Cs.** By using the Cloud Services, Customer confirms having read, understood and accepted the T&C. Customer also confirms being fully able and competent to enter into this agreement. Customer further undertakes to carefully read any and all future revisions of or amendments to the T&Cs and not use the Cloud Services unless Customer has read, understood and accepted such revised or amended T&Cs.
- 2. Account and personal data.** In order to use the Cloud Services, Customer needs to create an account on the Site. Evothings creates it on Customers behalf once Customer has accepted the T&Cs. Customer acknowledges that all personal data provided by Customer to Evothings is true and correct and that, when necessary, Customer will update its personal data on the Site and in relation to the Cloud Services, so that it at all times remains true and correct.
- 3. Log-in data.** Customer is solely responsible for maintaining the confidentiality of its log-in information and Evothings shall have no responsibility for any unauthorized use of Customer's account.
- 4. Evothings' provision of the Cloud Services.** Evothings may at its own discretion and at any time alter, modify, correct, amend and make all other changes to the Site, the Software Clients and the Cloud Services .
- 5. Customers use of the Cloud Services.** Customer agrees to use the Cloud Services only via Customers own account for the Site. Customer undertakes not to use the Cloud Services and the Site for other purposes than for the purposes which Evothings has indicated that the Cloud Services and the Site are intended for. Customer agrees to use the Cloud Services with decency with regard to ethics and moral. Customer also agrees not to use the Cloud Services to create or execute any type of injurious code, including but not limited to trojans, key loggers, viruses, malware, botnets, denial of service

attacks, flood or mail bombs, logic bombs, or other actions which Evothings in its sole discretion determine to be malicious in intent.

Customer agrees to abide by all applicable laws and regulations when using the Cloud Services and the Site. Customer ensures that the information provided by Customer while using the Cloud Services is true and correct and that it is neither infringing, fraudulent, defamatory, libelous, inciting to hatred, violence nor comprises other unlawful behavior, harassing, threatening, assaulting, racist, sexist, pornographic, invasive of other people's privacy or otherwise is deemed inappropriate. Customer also acknowledges that the aforementioned is only an exemplification of violations of the T&Cs and that the fact that a use of the Site or the Cloud Services is not explicitly prohibited does not mean that it is permissible. Customer acknowledges that the use of the Cloud Services and the Site is completely at Customers own risk and that Customer will be solely responsible for all damage and loss that Customer may incur by its use of the Cloud Services and the Site . All information provided by Customer while using the Cloud Services and the Site is Customers sole responsibility. Customer should contact Evothings if Customer has any hesitance regarding information to be provided.

Evothings reserves the right, in its sole discretion to terminate the contract if Customer decides to use the Cloud Services in violation with these T&Cs, applicable law or in a way that is otherwise found to be unacceptable to Evothings.

6. **Unavailability of the Cloud Services and loss of data.** Neither Evothings nor any of its subcontractors are liable for any unavailability of the Cloud Services, or accidental deletion or deletion in accordance with the T&Cs of data, portions of code or any other information.
7. **Consent to the processing of Customer personal data and the use of cookies.** By accepting the T&Cs, Customer consents to Evothings' use of Customer personal data as described in these T&Cs, as well as to Evothings' use of cookies. Evothings will use Customer personal data and apply cookies for the purposes described below. If Customer does not accept the T&Cs, Customer may not use the Cloud Services.
8. **Payment conditions.** Customer signing up for one of Evothings' paid subscriptions (i.e. an Enterprise License or a Single Subscription as defined on the Site) agrees to adhere to the from time to time applicable payment conditions set out on the Site.

All amounts paid are non-refundable and Evothings reserve the right to change their prices in the future. If Evothings increase its prices for Customer's service plan, Evothings will provide notice of the change on the Site and in email to Customer at least 30 days before the change is to take effect. Customer's continued use of the Cloud Services after the price change goes into effect constitutes Customer's acceptance to pay the changed amount.

9. **Collection of personal data.** The collection of personal data takes place when Customer provides Evothings with personal data. Customer provides Evothings with its personal data when Customer accepts the T&Cs and an account at the Site is created. Evothings also collects Customer personal data during the Customers use of the Cloud Services. Depending on how much personal information Customer wishes to share with Evothings, the following personal data may be collected:

- Customer Name
- Customer's User Name
- url to profile page (if stated, for example github or google+)
- url to profile picture (if stated)
- Geographic Position (City)
- Referral String (reference to the website previously visited before downloading Evothings Studio)
- Company name (if stated)
- List of projects created by customer, and number of runs of the project.
- List of the devices the user has connected to the workbench (including EMEI number, ip-address, brand and model)
- List of computers used to run Evothings Studio (including Operating system and ip-address)

Customer will also provide Evothings with certain personal information if he / she contacts Evothings by email, via Evothing's support portal on the Site or the Cloud Services, or contacts Evothings by mail, fax or other offline means.

If Customer signs up for one of Evothings' paid subscriptions as defined on the Site, Customers credit or debit card information (such as card type and expiration date) and other financial data that Evothings needs to process the payment may be collected and stored by Evothings and/or the payment processors with which Evothings work.

Evothings may also collect some limited information, such as Customers postal code, mobile number, and details of Customers transaction history, all of which are necessary to provide the Service.

- 10. Processing of personal data.** Evothings collects personal data for the purpose of being able facilitate and improve the Cloud Services and the Site, provide Customer with service updates, notifications and technical support and process Customer payments. Personal data is also collected in order to communicate with Customer when needed to answer a submitted comment or enquiry. Evothings also collects data in order to send Customer information it has agreed to receive about topics Evothings think will be of interest to Customer. Evothings furthermore collects Customer personal data for the purpose of improving the quality of the Cloud Services. Evothings uses Customer personal data in order to send e-mails to Customer containing information on activities that Customer is connected to.
- 11. Cookies and how to remove them.** As many others, Evothings uses cookie technology to make the Site easier to use. Evothings only uses session cookies, for the sole purpose of facilitating the use of the Site. Customer can deny the website the possibility to store Customer cookies. In order to deny cookies, Customer can edit its browser settings. In the browser settings, Customer can also remove cookies that are already placed on hard disk of Customer. Please note that the result of denying cookies will be that some parts of the Site may not function properly.
- 12. Personal data handling and security.** Evothings takes adequate technical and organizational security measures to help secure that Customer personal data is not misused, lost or unlawfully accessed. Customer personal data will at all times be handled in accordance with the requirements of the Swedish Personal Data Act

(1998:204) (*Sw. Personuppgiftslagen*), which implements the European Data Protection Directive, 95/46/EC.

Evothings is a company established in the European Union. Evothings may however transfer, process and store information on servers located in a number of countries and Customer's personal information may therefore be subject to privacy laws that are different from those in Customer's country of residence.

- 13. Accuracy of the personal data.** Evothings takes all reasonable steps to ensure that Customer personal data is correct and up-to-date. If Customer believes that Customer personal data stored by Evothings is incorrect, Customer should notify Evothings and provide it with correct data in order for Evothings to rectify and update Customer personal data. Customer can also correct and update the personal data provided by Customer directly on the Site.
- 14. Right to obtain information.** Once per calendar year, Customer is entitled to obtain information about Customer personal data stored and handled by Evothings at no cost. The request must be in writing and addressed to Evothings, at the address below, and it must be signed by Customer.
- 15. Withdrawal of approval.** Customer always has the right to withdraw Customer approval to Evothings' processing of Customer personal data. In such case, the effect may be that Customer may no longer use the Cloud Services. Evothings will then stop processing Customer personal data and may delete Customer account.
- 16. Contact details.** If Customer has any inquiries regarding Evothings' processing of Customer personal data or use of cookies, please contact:

Evothings AB  
C/O Things  
Drottning Kristinas väg 53  
S-114 28 Stockholm  
E-mail: [info@evothings.com](mailto:info@evothings.com)

- 17. Intellectual Property Rights.** Customer confirms that all portions of code and/or any other information generated or provided by Customer when using the Cloud Services does not infringe any intellectual property rights or obligations of confidentiality and that Customer has acquired the necessary licenses (e.g. use in accordance with an applicable open source license) or consents for such use.
- 18. Ownership of Customer Data.** Any and all code or portions thereof and other data or information that is created independently by Customer when using the Cloud Services ("Customer's Data") is owned and controlled solely by Customer. Evothings does not claim any ownership rights in Customer Data, and Customer hereby expressly acknowledges and agrees that Customer Data remains Customer's sole responsibility.
- 19. License requirements in relation to the Software Clients.** The Software Clients are distributed to Customer under an Apache 2.0 License and Customer undertakes to only use, reproduce, and distribute the Software Clients in strict conformity with the terms and conditions applicable for such software, see further below.

<https://github.com/evothings/evothings-studio/blob/master/LICENSE>

<https://github.com/evothings/evothings-viewer/blob/master/LICENSE>

- 20. Warranty Disclaimer.** EVOTHING WILL AT ALL TIMES DO ITS BEST TO ENSURE THE FULL FUNCTIONALITY AND AVAILABILITY OF THE CLOUD SERVICES AND THE SITE AS WELL AS TO STORE AND PROTECT USER GENERATED DATA. HOWEVER, EVOTHING CANNOT GUARANTEE THE ACCURACY, LIKELY RESULTS, FUNCTIONALITY OR RELIABILITY OF THE SITE OR THE CLOUD SERVICES, THE AVAILABILITY OF THE CLOUD SERVICES AND THE SITE AT ALL TIMES OR THAT USER GENERATED PORTIONS OF CODE OR OTHER DATA IS NOT DELETED. HENCE, EVOTHING SHALL NOT BE LIABLE FOR ANY ERRORS IN RELATION TO THE SITE, THE CLOUD SERVICES OR WORKS DEVELOPED BY CUSTOMER THROUGH THE CLOUD SERVICES. NOR IS EVOTHING LIABLE FOR ANY LOSS OR SPREAD OF DATA OR UNAVAILABILITY OF THE CLOUD SERVICES. THE USE OF THE CLOUD SERVICES AND THE SITE IS SOLELY AT CUSTOMERS OWN RISK. CUSTOMER UNDERSTANDS AND AGREES THAT THE CLOUD SERVICES ARE PROVIDED ON AN "AS IS" BASIS AND THAT EVOTHING DOES NOT PROVIDE ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, FOR THE CLOUD SERVICES OR ANY PROVIDED SOFTWARE AND SERVICES PROVIDED BY ANY THIRD PARTY PROVIDER OR SUBCONTRACTOR, INCLUDING BUT NOT LIMITED TO THE SUITABILITY OF ANY ACTIVITIES, THE ACCURACY OF ANY INFORMATION ON THE SITE, THE FUNCTIONALITY OF WORKS DEVELOPED BY CUSTOMER THROUGH THE CLOUD SERVICES, OR THAT THE SITE AND CLOUD SERVICES DO NOT CONTAIN ANY VIRUSES.
- 21. Limitation of Liability.** IN NO EVENT SHALL EVOTHING BE LIABLE FOR ANY INJURIES, HARM, LOSS OF REVENUE, LOSS OF ACTUAL OR ANTICIPATED PROFIT, LOSS OF BUSINESS, LOSS OF CONTRACT, LOSS OF GOODWILL OR REPUTATION, LOSS OF ANTICIPATED SAVINGS, DAMAGE TO OR CORRUPTION OF DATA OR FOR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND. THE EXCLUSION OF LIABILITY SHALL APPLY IRRESPECTIVE OF WHETHER OR NOT SUCH LOSS OR DAMAGE WAS POSSIBLE TO ANTICIPATE AND IRRESPECTIVE OF WHETHER OR NOT LIABILITY OTHERWISE WOULD ARISE UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY DUTY OR OTHERWISE. IF LIABILITY SHOULD ARISE UNDER MANDATORY LAW, THE MAXIMUM AGGREGATE AND CUMULATIVE LIABILITY OF EVOTHING SHALL FOR EACH CASE BE LIMITED TO A TOTAL OF SEK 25,000. EVOTHING EXPRESSLY EXCLUDES ANY AND ALL LIABILITY TO ANY THIRD PARTY.
- 22. Indemnification.** Customer agrees to indemnify and hold Evothings, its representatives, employees, third party providers or subcontractors harmless for any and all claims, disputes, demands and lawsuits that may arise as a consequence of Customers use of the Cloud Services and the Site.
- 23. Termination.** Customer agrees that Evothings may at any time and at its sole discretion delete Customer account and terminate Customer use of the Cloud Services without prior notification to Customer. Customer also agrees that Evothings may at any time and at its own discretion close the Site or parts of the Site and discontinue providing the Cloud Services or parts of the Cloud Services. Customer may delete its account in order to terminate Customer use of the Cloud Services . In such case, Customers rights and obligations under the T&Cs will also terminate except for such obligations that have arisen as a consequence of Customer use of the Cloud Services and the Site before the deletion of Customer account or which otherwise expressly or implicitly shall survive the deletion of Customer account. Evothings will, upon request, delete any or all of Customers data.

**25. Miscellaneous.** If any part, term or provision of the T&Cs is held to be illegal or unenforceable, the validity of the remainder of the T&Cs will not be affected. Any omission of Evothings to enforce its rights under the T&Cs shall not be regarded as a waiver of such rights. IT IS EXPRESSLY UNDERSTOOD THAT ALL PROVISIONS REGARDING LIMITATIONS OF LIABILITY AND INDEMNITIES WILL REMAIN IN FULL FORCE AND EFFECT AND SHALL SURVIVE THE DELETION OF CUSTOMERS ACCOUNT AT THE SITE.

**26. Dispute Resolution.** The T&Cs are construed in accordance with, and shall be governed by, the laws of Sweden, without regard to principles of conflict of laws. Any dispute, controversy or claim arising out of or in connection with the T&Cs or the breach, termination or invalidity thereof, shall be finally settled by the courts of Sweden, with the Stockholm District Court as the court of first instance.

