

**1. GENERAL**

These terms (“Terms”) constitute an end user license agreement between the end user (“End User”) and Oy TWIG Com Ltd (“TWIGCOM”), a Finnish company headquartered at Lairolantie 14, FIN-94910 Salo, Finland. These Terms shall govern the use of TWIGCOM products (“Products”) and any installable or cloud software provided under TWIG brand names such as TWIG Point and TWIG Configurator, related to the use of Products (“Service”).

The Service may be used in connection with Products for the purposes available (“Service”). The registration for the use of Service, or installation of the Service, indicates End User’s acceptance of these Terms.

**2. USE OF PRODUCTS**

The use of Services requires the use and installation of Products subject to separate manuals and these terms of use concerning the Products.

**3. GRANT OF LICENSE**

The Services are not sold but licensed. Subject to payment of applicable fees of Services, as stated in current price lists or other agreements, and End User’s registration to the Service, TWIGCOM grants End User a non-exclusive, royalty-bearing, non-transferable and non-sublicensable right to use the Services for the purposes of Product related services provided by TWIGCOM from time to time (“Purpose”). TWIGCOM may, upon its sole discretion, issue updates of the Service, which will be made available to End User as determined by TWIGCOM.

Subject to payment of Product purchase price, TWIGCOM grants End User a permanent, non-exclusive and transferable right to use the firmware and/or software embedded in the Products in object code form subject to any separate terms of use concerning the Products.

TWIGCOM reserves the right to change the terms, conditions, and notices under which Service is offered, including but not limited to the charges associated with the use of Service. Furthermore, TWIGCOM shall have a right to release updates to any Services in its sole discretion.

Any updates intended for purposes of repair or amendment to the current service level are included in the license. License to updates creating new functionalities or solutions are subject to separate license and fee.

**4. COPYRIGHT**

The Service is owned by TWIGCOM and it is protected by copyright laws, international treaty provisions and all applicable national laws. End User may not reverse engineer, decompile or disassemble the Service.

Any source codes related to the Service are either fully owned by TWIGCOM or validly licensed to TWIGCOM.

**5. REGISTRATION TO THE SERVICE**

The use of the Service requires active user registration by the End User. The license and/or registration may be provided to End User by any other party distributing Services (“Distributor”) to End Users subject to End User’s acceptance of these Terms.

The license to the Service is granted by establishing a limited amount of user accounts for the use of named End User personnel. The End User shall ensure the personnel holding user accounts shall administer the user

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account information (username and password) with due care and shall not inform or release the account information to any third parties without a written permission of TWIGCOM or Distributor in advance.

TWIGCOM and Distributor shall have a right to collect personal data in connection with the registration (company name, representative's name and contact information). TWIGCOM and Distributor shall use the personal data for the purposes of Service use and development, user account maintenance and for commercial or technical announcement only. The End User shall be liable for all necessary permits in order to collect and deliver such personal data to TWIGCOM or the Distributor.

The Service uses cookies and similar technologies. Any information collected based on such measures shall be deemed as non-personal data. Any use of personal data shall be subject to the privacy policy of TWIGCOM available at [www.twigcom.com](http://www.twigcom.com).

**6. DATA COLLECTION, STORAGE AND TWIGCOM'S RIGHT TO USE DATA**

The use of Service requires transfer of information ("Data") to the Service. The Data shall be collected fully by the End User or its personnel by using Products. The Data collected shall include information concerning the Product ID, user location, code name of each Product, information concerning alarms and any other activities of the Product etc.

TWIGCOM does not claim ownership to any part of Data and any Data shall remain the property of End User or person using the Product. However, upon the upload of Data to Service and for the purposes of providing the Service, TWIGCOM shall be granted an irrevocable and royalty-free right to

- i. receive, store, process and analyze Data;
- ii. provide and present reports based on the Data;
- iii. use Data for Service or Product development purposes;
- iv. providing assistance for support request; and
- v. develop modifications, alterations and/or derivatives in relation to the Service, Products or any other rights possessed by TWIGCOM.

TWIGCOM shall not claim any other Data than Data in anonymous form and shall not have any links to connect the Data to person using a Product. In the event that a retailer, distributor or End user of Service or Product adds any links or user names that may be linked to a person, such retailer, distributor or End user shall be liable obtaining a permission thereof.

In the event the End User shall not continue the use of Service, user account of the End User is inactive, or the End User shall not pay the applicable fees, TWIGCOM shall have a right to delete all Data from the Service and has no liability over the Data after a notice period of one month. The End User shall be liable for maintaining suitable backup copies.

The End User shall have a right to claim all personal data concerning End User's personnel or clients erased. However, TWIGCOM is unable to maintain Service user account without necessary user information.

In the event of any misuse of these Terms, TWIGCOM may remove any Data from the Service in TWIGCOM's sole discretion.

**7. PERMISSION AND LIABILITY TO USE AND COLLECT DATA**

The use of the Service requires Data collected by the Products concerning as defined above. The End User shall be fully liable for acquiring all necessary permits or approvals to collect any such data via the use of Products. The End User acknowledges that such data includes personal data or personnel using Products (location of an employee etc.) and collecting such data may require an explicit consent of a person.

**8. WARRANTIES OF THE END USER**

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TWIGCOM shall have no liability over the Data. By posting, uploading, inputting, providing or submitting Data to the Service or allowing the Service to use Data, the End User warrants and represents that End User owns or otherwise controls all of the rights to Data including, without limitation, all the rights necessary for End User to provide, post, upload, input or submit Data. Furthermore, the End User warrants that it has all necessary permits for the Data submitted to the Service especially including or deemed as personal data (location information based on mobile devices etc.)

As a condition of End User's use of Service, the End User warrants to TWIGCOM that End User will not use Service for any purpose that is unlawful or prohibited by these terms, conditions, and notices. End User may not use Service in any manner which could damage, disable, overburden, or impair Service or interfere with any other party's use and enjoyment of Service. End User may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through Service.

**9. INTELLECTUAL PROPERTY RIGHTS**

Based on these Terms or registration to the Service the End User shall acquire only the license right set forth in these Terms. The Service, any intellectual property rights (regardless of legal protection) possessed by TWIGCOM or any enhancements or proprietary material thereto shall remain the sole property of TWIGCOM. TWIGCOM shall have an unlimited right without any compensation to use any Data for its own development and file patent applications, develop products and/or applications based on Data or seek any other commercial purposes based on the use of Data, provided that the Data is used anonymously or in a format not directly connectable to End User or third party.

Any intellectual property rights possessed by End User shall remain the sole property of End User with the exceptions set forth in section 6.

Any use of Service along with third party applications (such as browsers, adobe acrobat reader etc) shall be subject to license terms of respective third party licenses.

**10. LIMITED WARRANTY**

The Service is provided to End User on as is -basis and TWIGCOM shall not warrant the merchantability of the Service for the End Users business. TWIGCOM holds the sole right to alter, modify and availability of the Service.

TWIGCOM shall grant no warranties in relation to the following and requires that

- i. End User meets the Service and hardware requirements as may be specified separately;
- ii. The Data is installed or uploaded correctly and End User has not changed any critical settings required by Service;
- iii. Service is used according to the instructions and pre-conditions of use delivered to End User;
- iv. Any third party integrations are completed correctly and subject to instructions of TWIGCOM or TWIGCOM Integrator Kit;
- v. Third party location services (GNSS satellites, terrestrial beacons/base stations etc.) are working properly;
- vi. End Users mobile connections are operating properly and provide suitable connections;
- vii. TWIGCOM has permanent access to Data; or
- viii. In the event the End User wishes to maintain a backup copy of any relevant Data uploaded to Service, the End User shall be liable for such backup copy.

**11. TERMINATION**

These Terms may be terminated by End User upon ceasing the use of Service. Any use of Service shall be subject to these Terms. In the event the End User breaches any of the terms and conditions of these Terms, TWIGCOM shall have a right to terminate the license with immediate effect. All provisions of these Terms relating to disclaimers of warranties, limitation of liability, remedies, or damages, and TWIGCOM's proprietary rights shall survive any such termination.

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The End User shall not have a right to transfer or assign rights granted by these Terms. TWIGCOM shall have a right to assign the license to any affiliate of TWIGCOM or in connection of any business transaction.

**12. GENERAL LIMITATION OF LIABILITY**

IN NO EVENT SHALL TWIGCOM OR ITS SUPPLIERS BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES OR LOSS OF DATA, BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE OR THE INTERFACE UNIT, EVEN IF TWIGCOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE. IN ANY CASE TWIGCOM'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY END USER FOR THE SOFTWARE.

**13. GOVERNING LAW**

These Terms are governed by the laws of Finland. Each of the parties hereto irrevocably attorns to the jurisdiction of the courts of Finland and further agrees to commence any litigation that may arise hereunder in the courts located in Finland.