

Service Agreement

for Eyeshot Web Service

Version 1.0, Revised February 9, 2017

This Eyeshot Web Service agreement is between devDept Software S.a.s. ("DEVDEPT") and "you".

You agree that this is like any written negotiated agreement signed by you.

DEVDEPT MAY CHANGE, ADD OR REMOVE ANY PART OF THIS AGREEMENT, AND ANY PART OF THE SERVICE, AT ANY TIME. IF ANY FUTURE CHANGES TO THIS AGREEMENT ARE UNACCEPTABLE TO YOU, YOU SHOULD REFUSE TO ACCEPT ANY UPDATED TERMS PROPOSED TO YOU BY DEVDEPT AND YOU MUST DISCONTINUE USING THE SERVICE.

1) USE OF THE SERVICE

- a) **Your agreement.** Your assent to this agreement allows you to use the service. If you do not agree to such amended terms, you must stop using the service and therefore terminate this agreement. DEVDEPT may discontinue or add aspects, features or costs from time to time at its sole discretion.
- b) **Authority to use service.** You represent and warrant that you have all necessary right, power and authority to enter into this agreement and to perform the acts required of you hereunder, including having a valid license to use the software applications that generate content, and the right to maintain content and your information or the information of participants on the services.
- c) **Access to service.** You acknowledge that your ability to access the services may require the payment of third party fees (such as telephone toll charges, ISP, or airtime charges) and that you are responsible for paying such fees. DEVDEPT is not responsible for any equipment you may need to be able to access the services.
- d) **Login information.** To gain access to and use the services, you may be required to create a DEVDEPT Eyeshot Web account and password. You are responsible for all activity occurring under your Login information, and you must keep your Login information confidential and not share your Login information with

other individuals or third parties. DEVDEPT has no obligation or responsibility with regard to your use, disclosure, or management of Login information.

- e) It is allowed to use the DEVDEPT Eyeshot Web Service for private and commercial purposes in an 'end-user application'. An 'end-user application' is a specific application program that is licensed to a person or firm for business or personal use. It is not allowed to use Eyeshot Web Service to create another web service or product that offers a similar services like Eyeshot Web Service to other developers.
- f) DEVDEPT may consider closing your account at its sole discretion, when the usage of the service implies an unlawful, illegal, fraudulent or harmful purpose or activity.
- g) It is not allowed to use the Free or Trial account in business or commercial applications.
- h) It is not allowed to create more than one Free account in order to increase the job quota for a commercial application. DEVDEPT is allowed to monitor the created accounts and the usage of such accounts based on used public IP addresses.

2) LICENSE TO USE THE SERVICE

Subject to your compliance with the terms and conditions of this agreement, DEVDEPT grants to you a non-exclusive, non-transferable, revocable right to access and use the service.

3) TERMS AND TERMINATION

- a) This agreement will continue to apply until terminated by either you or DEVDEPT as set forth below.
- b) If you want to terminate the agreement, you may do so by (i) notifying DEVDEPT at any time, and (ii) closing your accounts for the service. Your notice must be sent in writing to DEVDEPT address.
- c) DEVDEPT may at any time terminate the agreement with you if:
 - i) You have breached any provision of the agreement (or have acted in a manner that indicates to DEVDEPT that you do not intend to, or are unable to, comply with the agreement).
 - ii) DEVDEPT reasonably believes that it is required to do so by law (for example, where the provision of the services to you is, or becomes, unlawful).
 - iii) The provision of the services to you by DEVDEPT is, in DEVDEPT opinion, no longer commercially viable.
 - iv) DEVDEPT has elected to discontinue the services (or any part thereof).
 - v) There has been an extended period of inactivity in your account.
 - vi) Any third parties use your account.
- d) Termination of your services account may, at DEVDEPT sole discretion, include one or more of the following: (i) removal of access to all offerings within the service; (ii) deletion of your password (if applicable) and (iii) barring of further use of the services.
- e) You agree that all terminations for cause shall be made in DEVDEPT sole discretion and that DEVDEPT shall not be liable to you or any third party for any termination of your account, or access to the services and content.
- f) Upon expiration or termination of the agreement, you shall promptly discontinue use of the service.

4) CONTENT

- a) **Your content.** You may upload content to the service in connection with your use of the service. DEVDEPT does not verify, endorse, or claim ownership of any content, and you retain all right, title, and interest in and to the content. DEVDEPT shall make commercially reasonable efforts to block the uploading of content to the services that contains viruses detected by using industry standard virus detection software.

- b) **Your representations and warranties regarding content.** You represent and warrant that (a) you are the owner, licensor, or authorized user of all content; and (b) you will not upload content that contains any viruses, Trojan horses, worms, time bombs or any other similar software, data, or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, Information, or property of another; or (vii) violates any law, statute, ordinance, or regulation.
- c) **DEVDEPT access to content.** You acknowledge that the services are automated (e.g., content is uploaded using software tools) and that DEVDEPT personnel will not access or view any content, except as reasonably necessary to perform the services, including but not limited to the following: (a) respond to support requests; (b) detect, prevent, or otherwise address fraud, security, or technical issues; (c) as deemed necessary or advisable by DEVDEPT in good faith to conform to legal requirements or comply with legal process; or (d) enforce this agreement, including investigation of potential violations hereof, as further described in Section 6 (Investigations).

5) CONDUCT

- a) **Use Restrictions.** In connection with your access or use of the services, you agree not to:
 - i) Introduce a virus, worm, Trojan horse or other harmful software code or similar files that may damage the operation of a third party's computer or property or information.
 - ii) Use the services in any manner that could damage, disable, overburden, or impair any DEVDEPT web server, or the network(s) connected to any DEVDEPT server or interfere with any other party's use and enjoyment of the services.
 - iii) Attempt to gain unauthorized access to service, materials, other accounts, computer systems or networks connected to any DEVDEPT server or to the Eyseshot Web Service, through hacking, password mining, or any other means.
 - iv) Obtain or attempt to obtain any materials or information through any means not intentionally made available through the service.

- v) Sell, lease, or rent access to or use of the service, or otherwise transfer any rights to use the services under this agreement (including without limitation, on a timeshare or service bureau basis).

6) INVESTIGATIONS

- a) Although DEVDEPT does not generally monitor user activity occurring in connection with the service or content, if DEVDEPT becomes aware of any possible violations by you of any provision of the agreement, DEVDEPT reserves the right to investigate such violations, and DEVDEPT may, at its sole discretion, terminate immediately your license to use the service or change, alter or remove content, in whole or in part, without prior notice to you. If, as a result of such investigation, DEVDEPT believes that criminal activity has occurred, DEVDEPT reserves the right to refer the matter to, and to cooperate with, any and all applicable law enforcement authorities. Except to the extent prohibited by applicable law, DEVDEPT is entitled to disclose any information or content, in DEVDEPT possession in connection with your use of the services to (i) comply with applicable law, legal process or governmental request; (ii) enforce the agreement; (iii) respond to any claims that any content violates the agreement or rights of third parties; (iv) respond to your requests for customer services; or (v) protect the rights, property or personal safety of DEVDEPT, its users or the public, and law enforcement or other government officials, as DEVDEPT in its sole discretion believes to be necessary or appropriate.
- b) You agree to indemnify and hold DEVDEPT harmless from and against any and all liabilities, costs and expenses, including reasonable attorneys' fees, related to or arising from your content, the content of participants, and your or any participant's use of the service.

7) AVAILABILITY

- a) DEVDEPT uses reasonable efforts to make the services available 24 hours a day, 7 days a week. However, there will be occasions when the Service will be interrupted for maintenance, updates and repairs.

8) DISCLAIMER OF WARRANTIES

- a) **THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE BASIS" "WITH ALL FAULTS" AND**

WITHOUT WARRANTY OF ANY KIND. TO THE FULL EXTENT PERMITTED BY LAW. DEVDEPT, ITS AFFILIATES, LICENSORS, AND ANY OTHER PARTY INVOLVED IN CREATING. PRODUCING OR DELIVERING THE SERVICES OR THE DEVDEPT SOFTWARE DISCLAIMER ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY. FITNESS FOR A PARTICULAR PURPOSE. ACCURACY. SYSTEM INTEGRATION OR COMPATIBILITY, WORKMANLIKE EFFORT, LACK OF NEGLIGENCE, QUIET ENJOYMENT, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, DEVDEPT DOES NOT WARRANT OR REPRESENT THAT THE SERVICE WILL BE CONTINUOUS, SECURE, RELIABLE, ACCESSIBLE, UNINTERRUPTED OR ERROR-FREE, OR THAT DEVDEPT SERVERS AND SOFTWARE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT DEVDEPT SECURITY PROCEDURES AND MECHANISMS WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO INFORMATION OR CONTENT BY THIRD PARTIES.

9) LIMITATION OF LIABILITY

- a) **NEITHER DEVDEPT NOR ITS SUPPLIERS SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE INABILITY TO USE THE SERVICES OR ACCESS DATA, INFORMATION OR CONTENT, LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, OR THE LIKE), ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICES AND BASED ON ANY THEORY OF LIABILITY INCLUDING STATUTORY, BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF DEVDEPT OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.**