

End User License Agreement (EULA)

This End User License Agreement (“Agreement”) is between You and Piceasoft (“Company”). The Agreement authorizes you to use Piceasoft software (“Software”) according to the terms and conditions set out in this Agreement. This is an agreement on end-user rights and not an agreement for sale, the Company continues to own the copy of the Software and the IP rights related to the Software.

Software may include one or many of the following Company products:

“PiceaServices” is a software product, which consists of separate services and reporting. The services are listed below. PiceaServices can be used via installable software or Software as a Service (SaaS).

“PiceaSwitch” is a software tool, which enables the transfer of personal content between two mobile devices. PiceaSwitch also includes support for secured backup to local storages or cloud services.

“PiceaEraser” is a software tool, which ensures full and permanent data destruction of all data on a “single device”, defined as a single device internal memory.

Regulation compliance of PiceaEraser:

European Union: Erasure done in accordance with Regulation (EU) 2016/679 of the European Parliament and of The Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR, General Data Protection Regulation) [Document 32016R0679]. PiceaEraser is designed to meet and exceed requirements set in Article 17 "Right to erasure ('right to be forgotten)".

Unites States: Mobile data media sanitization in compliance with NIST SP 800-88 rev 1.

“PiceaDiagnostics” is a software tool, which offers analysis of hardware and/or software functions on a “single device”, defined as a single device hardware, running operating system including device built-in applications and applications installed by user. “Diagnostics” may manipulate files that are part of the device operating system and/or files stored by user and /or installed by other applications.

“PiceaVerify” provides information for example about make and model (Make-Model Recognition, MMR), IMEI number, serial number, account information, settings and can be used to check whether the device is stolen.

“PiceaVolume” offers efficient workflow for multiple devices at the same time. Verify, Diagnostics and Erasing can be performed for multiple devices at the same time.

“PiceaOne” is a mobile application, which enables the usage of PiceaServices.

“PiceaReporting” offers real time information from all transactions done by products and services describe above. Transaction reports can be downloaded from PiceaReporting site for example for auditing purposes.

Please note, that Factory reset method doesn't guarantee full erasing of the device and its files and therefore this feature doesn't meet GDPR requirements as set in Article 17 of GDPR – “Right to erasure ('right to be forgotten)": When using such feature, the licensee agrees and undertakes having device users consent on not executing full “erasure” feature.

Trade name of the Company products may differ on different markets and there may be local translations of the product names.

By installing or using the Company Software you indicate your agreement to the terms of this Agreement. If you do not agree to the terms herein, you are not authorized to use the Software. The Software, including all images, photographs, icons, and text incorporated in the Software, is owned by the Company and is protected by copyright laws and international treaty provisions. Except to the extent expressly licensed herein, all rights are reserved to the Company.

Read this Agreement carefully before installing, downloading, or using the Software. By installing, downloading, and/or using the Software, You agree to the terms and conditions of this Agreement. If You do not agree to all of the terms and conditions of this Agreement, promptly cancel the installation or downloading, or destroy or return the Software and accompanying documentation to Piceasoft.

ATTENTION: USE OF THE SOFTWARE IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH BELOW. USING THE SOFTWARE INDICATES YOUR ACCEPTANCE OF THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS YOU ARE NOT AUTHORIZED TO USE THIS SOFTWARE.

1. SOFTWARE

For purposes of this EULA "Software" means all software programs distributed, published or otherwise made available by Piceasoft or its affiliates including, but not limited to downloadable/installable software for computers and/or mobile devices, and software or services accessed by means of a browser or other online communication method.

2. LICENSE GRANT

The Company grants you non-exclusive, non-transferable end user rights to use the executable version of the Software, where "use" in this Agreement means storing, loading, installing or executing the Software. Your use, including use during the free-to-use period, of the Software is subject to the rights and conditions set out in clauses 3 and 4 below.

3. END USER RIGHTS

If You have acquired a single license You may install the Software on storage media of one computer and/or mobile device and the Software may only be used on a single computer and/or mobile device or other terminal at a time.

If You have acquired multiple licenses or time limited subscription You may install the Software on storage media of as many computers and/or mobile devices as the number of acquired licenses or during the time of the subscription. The number of acquired licenses is the maximum number of computers, mobile devices or terminals on which the Software may be used at a time

4. CONDITIONS ON THE END USER

- a. You may not modify the Software or disable any licensing or control features of the Software.
- b. You may not copy the written materials accompanying the Software.
- c. You may not resell, sublicense, rent, lease, or lend the Software or documentation.
- d. You may not reverse engineer, reverse compile, disassemble, or otherwise attempt to discover the source code of the Software (except to the extent that this restriction is expressly prohibited by law) or create derivative works based on the Software.
- e. You agree that You shall only use the Software in a manner that complies with all applicable laws in the jurisdiction in which You use the Software, including, but not limited to, applicable restrictions concerning copyright and other intellectual property rights.
- f. You agree that
 - (i) the functionality of the Software varies from device to device and some or all features of the Software may not work on particular devices. Company has no responsibility to list the functions and/or features that are supported.
 - (ii) Your use of the PiceaSwitch may result in loss of data in your storage, hard drive, computer system, or device (depending on product features and how the product is used) and that you shall have sole and exclusive responsibility for backing-up your data to your storage, hard drive, system, or device. Company shall not be responsible for any loss of data. You also agree, that PiceaSwitch shall create a content transfer report regarding Your device, which is based on technical assumptions and Piceasoft shall not take any liability on Your decision making based on the report.
 - (iii) Your use of the PiceaEraser or PiceaVolume Eraser will result in the erasure of all content, applications, data and files in your device and that you shall have sole and exclusive responsibility for backing-up your data in your device. Company shall not be responsible for any loss of data.
You also agree, that PiceaEraser or PiceaVolume Eraser shall create a data erasure report regarding Your device, which is based on technical assumptions and Piceasoft shall not take any liability on Your decision making based on the report.
 - (iv) Your use of the PiceaDiagnostics or PiceaVolume Diagnostics may result in loss of data in your device (depending on product features and how the product is used) and that you shall have sole and exclusive responsibility for backing-up your data in your device. Company shall not be responsible for any loss of data.
You also agree, that PiceaDiagnostics or PiceaVolume Diagnostics shall create a diagnostic report regarding Your device, which is based on technical assumptions and Piceasoft shall not take any liability on Your decision making based on the report.
 - (v) Your use of the PiceaVerify may result loss of data in your device (depending on product features and how the product is used) and that you shall have sole and exclusive responsibility for backing-up your data in your device. Company shall not be responsible for any loss of data.
You also agree, that PiceaVerify shall create a make model and activation status report regarding Your device, which is based on technical assumptions and Piceasoft shall not take any liability on Your decision making based on the report.
- g. You agree that the Company is not responsible for any Internet-related charges related to the use of the Software.
- h. You agree that while operating, a separate connectivity application will be installed on Your device and/or computer.
- i. You agree that the Company will collect user information regarding the use of the Software as needed for reporting

and billing purposes as well as in order to collect anonymous user data to enable bug fixing and further product development. The use of any such data shall be governed by the Privacy policy as indicated below. Any non-personal data is solely owned by Piceasoft.

5. OWNERSHIP

All right, title, intellectual property rights and interest in and to the Software is owned by the Company. Your license confers neither title to nor ownership in the Software and is not a sale of any rights in the Company. No license is given to you under any patent or patent application of Company.

6. NO WARRANTIES OR OBLIGATIONS

To the maximum extent permitted by applicable law, the Company expressly disclaims any warranty for the Software. The Software and any related documentation is provided "as is" without warranty of any kind, either express or implied, including without limitation, non-infringement of third party proprietary rights, merchantability, fitness for a particular purpose or that the software will not infringe any third-party patents, copyrights, trademarks, or other rights. There is no warranty by Company that the functions contained in the Software will meet your requirements. The Company does not warrant that the functions contained in the service will be uninterrupted or error-free, that defects will be corrected, or that this service or the server that makes it available are free of viruses or other harmful components. You assume all responsibility and risk for the selection of the software to achieve your intended results and for the installation, use, and results obtained from it. This Agreement creates no obligations on the part of Company other than specifically set forth herein.

7. NO LIABILITY FOR DAMAGES

To the maximum extent permitted by applicable law, the Company nor its employees shall be liable for any incidental, special or consequential damages whatsoever (including without limitation, damages for loss of business profit, business interruption, loss of business information, or any other pecuniary loss) arising out of or relating to the use or inability to use this Software, even if the Company has been advised of the possibility of such damages. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to You.

8. INDEMNITY

This Software is intended for use with any data, media, files, or content to which you have sufficient rights to, authority for, or ownership of. It is your responsibility to ascertain whether copyrights, patents, or other licenses are needed for the data, media, files or content that you use in conjunction with this Software. You agree to hold harmless, indemnify and defend the Company, its officers, directors, employees against any loss, damage, fine, or expense including attorney's fees arising out of or related to any claim that you have used this Software in violation of applicable laws in your jurisdiction. It is your responsibility to abide by the laws of whichever jurisdiction you reside in.

9. TERMINATION

This Agreement is effective from the first date You install the Software. You may terminate this Agreement at any time by permanently deleting, destroying, and returning, at Your own cost, the Software, all backup copies, and all related materials provided by Company. Your end-user rights automatically and immediately terminate without notice from Company if You fail to comply with any provision of this Agreement. In such an event, You must immediately delete, destroy, or return at Your own cost, the Software, all backup copies, and all related material to Company.

10. EXPORT REQUIREMENTS

You may not export or re-export the Software or any copy or adaptation in violation of any applicable laws or regulations.

11. NEGATION OF PARTNERSHIP

The Company shall not become or be deemed a partner or a joint venturer with you by reason of the provisions of this Agreement.

12. GOVERNING LAW AND FORUM

This Agreement is governed by the laws of Finland. All disputes arising from or relating to this Agreement shall be settled by a single arbitrator appointed by the Central Chamber of Commerce of Finland. The arbitration procedure shall take place in Helsinki, Finland in the English language.

13. TECHNICAL SUPPORT

The Company has no obligation to furnish you with technical support unless separately agreed in writing between you and the Company.

14. FEEDBACK

By submitting any feedback to the Company you hereby grant the Company worldwide, irrevocable, perpetual, non-exclusive, royalty-free and assignable license to use, reproduce and have reproduced, modify and have modified, publicly perform and publicly display the feedback and distribute reproduced and modified copies thereof. The Company may also incorporate the feedback or any concepts described in it in its products without accountability or liability.

15. ENTIRE AGREEMENT AND GENERAL PROVISIONS

Unless otherwise expressly agreed in writing, this Agreement constitutes the sole and exclusive agreement between you and Company with regard to the Software, and supersedes all prior agreements, whether oral or written, and other communications between the parties relating to the subject matter set forth herein. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms.

16. OPEN SOURCE LICENSES

You acknowledge that certain components of the Software may be covered by so-called "open source" software licenses, which means any software licenses approved as open source licenses by the Open Source Initiative or any substantially similar licenses, including without any limitation any license that, as a condition of distribution of the software licensed under such license, requires that the distributor make the software available in source code format ("Open Source Components"). To the extent expressly required by the licenses covering Open Source Components, the terms of such licenses shall apply in lieu of the terms of this Agreement to the respective Open Source Component. To the extent the applicable terms of such licenses prohibit any of the restrictions in these Terms such restrictions will not apply to such respective Open Source Components. Such deviating license terms for Open Source Components are located at <http://www.piceasoft.com/index.php?page=open-source-licenses>.

17. PRIVACY POLICY

We respect your privacy and take protecting it seriously. You can read Piceasoft Privacy Policy at <http://www.piceasoft.com/index.php?page=privacy-policy>. Piceasoft may modify the Privacy Policy at any time without prior notice. If the Privacy Policy is changed in a material, adverse way, Piceasoft will provide a separate notice advising of the change of the Privacy Policy. Your continued use of the Software constitutes your consent to any changes and modification.

18. UPDATE OF THE TERMS

While ordering or using the Software please note that the most updated version of the Terms as present at www.piceasoft.com site, always applies. The Company reserves the right to modify the Terms at any time by publishing new versions of the Terms on the Site. Such a new version shall become effective after thirty (30) days from the date of publication.

These terms may be drafted in different languages. English version shall always be the official version and in case of conflict between English and other language, the English version will always prevail.