

CloudKarafka Terms of Service

These Terms of Service (Terms) governs your use of CloudKarafka (the Service) provided by 84codes AB. These Terms of Service was last revised on May 18, 2018.

Definitions

All capitalized Terms used in these Terms of Service will have the meanings given to them below:

Application: means the Product/Service that is built by you by using the Service.

Content: means all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) to which you may have access as part of, or through your use of, the Service.

Customer Data: means the data that the Data Controller enters into the Service provided by the Data Processor.

Data Controller: means the entity which determines the purposes and means of the Processing of Personal Data.

Data Processor: means the entity which Processes Personal Data on behalf of the Data Controller.

GDPR: means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals concerning the Processing of Personal Data and the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

Personal Data: means any Customer Data that relates to an identified or identifiable individual, to the extent that such information is protected as Personal Data under applicable Data Protection Laws.

Processing or Data Processing: means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Security Incident: means any unauthorized or unlawful breach of security leading to, or reasonably believed to have led to, the unauthorized or accidental destruction loss, alteration, unauthorized disclosure of or access to Personal Data.

Service or Subscription: means the Service provided by 84codes AB that is the base of the Contract.

Subprocessor: means a third party Data Processor engaged by the Data Processor, who has or potentially will have access to or process the Data Controller's Data under this DPA for the provision of Services.

Terms: means the Terms of Service for the Service Offering.

The Customer: means the individual or company using the Service provided by 84codes AB.

1. Your Agreement with 84codes AB

- 1.1 Your use of the Service is governed by this agreement (the Terms). "84codes AB" means 84codes AB, with VAT number SE556898078201, and its subsidiaries or affiliates involved in providing the Service.
- 1.2 In order to use the Service, you must first agree to the Terms and the Privacy Policy. You agree to the Terms and the Privacy Policy when registering for the Service.
- 1.3 You may not use the Service if you are a person banned from receiving the Service under the laws of Sweden or other countries including the country in which you are resident or from which you use the Service. You affirm that you are over the age of 13, as the Service is not intended for children under 13.
- 1.4 If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so.
- 1.5 Additional instructions or Terms (if any) outside the scope of these Terms of Service do require prior written agreement between 84codes AB and the Customer. An agreement on any additional fees payable by the Customer to 84codes AB for carrying out further instructions and/or Terms must also be established.

2. Your Account and Use of the Service

- 2.1 You must provide accurate and complete registration information anytime you register to use the Service. You are responsible for the security of your passwords and for any use of your account. If you become aware of any unauthorized use of your password or of your account, you agree to notify 84codes AB immediately.
- 2.2 Your use of the Service must comply with all applicable laws, regulations, and ordinances, including any laws regarding the export of data or software. You agree not to use the Service in, including but not limited to, the design, development, production, or use of missiles or the design, development, production, stockpiling, or use of chemical or biological weapons.
- 2.3 You agree not to (a) access (or attempt to access) the administrative interface of the Service by any means other than through the interface that is provided by 84codes AB in connection with the Service, unless you have been specifically allowed to do so in a separate agreement with 84codes AB, or (b) engage in any activity that interferes with or disrupts the Service (or the servers and networks which are connected to the Service).
- 2.4 Notification(s) of information concerning the Data Processing or Security Incidents (if any), to the Customer's registered team notification email address and Data Protection Officer (DPO) email address (if any). It is the Data

Controller's sole responsibility to ensure that it maintains accurate contact information on the service management console and secure transmission at all times.

3. Service Policies and Privacy

- 3.1 You agree to comply with the Service's Program Policies included available at Program Policies (or such URL as 84codes AB may provide) (the "Program Policies") which is incorporated herein by this reference and which may be updated from time to time.
- 3.2 The Service shall be subject to the Privacy Policy for the Service available at Privacy Policy (or such URL as 84codes AB may provide). You agree to the use of your data in accordance with 84codes AB's Privacy Policy.
- 3.3 For Personal Data which is processed or stored through your use of the Service, you are the Data Controller (or the Data Processor, depending on the relationship you have with your customer). In relation to such Personal Data that is processed on your behalf, 84codes AB is responsible as the Data Processor (or the Subprocessor, depending on the relationship you have with your customer).
- 3.4 If you are a Data Controller (or the Data Processor, depending on the relationship you have with your customer) of data belonging to individuals within the European Union, Processing of Personal Data pursuant to Section 3.3 above shall be subject to the separate Data Processing Agreement (DPA) concluded between you and 84codes AB upon your registration to the Service.
- 3.5 You agree that you will protect the privacy and legal rights of the users of your Application. You must provide a legally adequate privacy policy and protection for those users.

4. Fees for the Use of the Service

- 4.1 Subject to the Terms, the Service is provided to you without charge up to certain limits. Usage over this limit requires your purchase of additional resources or Services.
- 4.2 For all purchased resources and Services, 84codes AB, provides three main payment options: credit card, wire transfers (an administrative fee of \$9/invoice is added to invoices paid with this payment option), and prepayment via credits (credits are non-refundable and valid for a period of 12 months, starting from the purchasing date). If you need to purchase our service via a PO, please contact billing@cloudkarafka.com. Note that 84codes AB's billing is pro-rated, meaning that the Customer only pays for the time the Service has been available to them and that the payment is made the month after delivery.
- 4.3 You acknowledge and agree that any credit card and related billing and payment information that you provide to 84codes AB may be shared by

84codes AB with companies who work on 84codes AB's behalf, such as payment processors and/or credit agencies, solely for the purposes of checking credit, effecting payment to 84codes AB and servicing your account.

- 4.4 84codes AB will automatically charge you after your invoice has been generated (which occurs at the beginning of each month). You are responsible for providing accurate payment details and having a balance that covers the invoice amount when your credit card is charged. The payment is due upon receipt. If the Customer has chosen to pay through wire transfers, the invoice shall be paid within fifteen (15) days of the invoice date.
- 4.5 Accounts with failed charges and outstanding invoices will receive an email about this matter to their registered billing email when an invoice has passed its due date. The Customer is therefore responsible for providing 84codes AB with correct and updated contact information. 84codes AB reserves the right to discontinue the provision of the Service to you for any late payments. Late payments may also bear interest at a rate of the Swedish base rate (Sw. referensränta) plus eight (8) percentage points.
- 4.6 Charges to customers within the EU are including taxes. Companies acting within the EU shall provide 84codes AB with their VAT number upon registration to get the VAT-fee deducted from their invoices in line with the reverse charge rule. For customers outside the EU, charges are exclusive of taxes. You are responsible for paying all taxes and government charges, and all reasonable expenses and attorney's fees 84codes AB incurs collecting late amounts.
- 4.7 To the fullest extent permitted by law, refunds (if any) are at the discretion of 84codes AB and only in the form of credit for the Service. Nothing in these Terms obligates 84codes AB to extend credit to any party.
- 4.8 To the fullest extent permitted by law, you waive all claims relating to charges unless claimed within sixty (60) days after the charge (this does not affect your credit card issuer rights). Charges are solely based on 84codes AB's measurements of your use of the Service unless otherwise agreed to in writing.
- 4.9 You may not create multiple accounts to simulate or act as a single account or otherwise access the Service in a manner intended to avoid incurring fees.
- 4.10 84codes AB may change its fees and payment policies for the Service by notifying you at least fifteen (15) days before the beginning of the billing cycle in which such change will take effect. Any outstanding balance becomes immediately due and payable upon termination of the Terms for any reason.

5. Content in the Service and Take Down Obligations

- 5.1 You understand that all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) to which you may have access as part of, or through your use of, the

Service are the sole responsibility of the person from which such Content originated. All such information is referred to below as the "Content." The term Content shall specifically exclude the Application that you create by using the Service and any source code written by you to be used with the Service (collectively, the "Application").

- 5.2 84codes AB reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content from the Service. You agree to immediately take down any Content that violates the Program Policies, including pursuant to a take-down request from 84codes AB. In the event that you elect not to comply with a request from 84codes AB to take down certain Content, 84codes AB reserves the right to take down such Content directly or to disable the Subscription.
- 5.3 In the event that you become aware of any violation of the Program Policies by an end user of the Application, you shall immediately terminate such end user's account on your Application. 84codes AB reserves the right to terminate end users of 84codes AB accounts or disable the Subscription in response to a violation or suspected violation of the Program Policies.
- 5.4 You agree that you are solely responsible for (and that 84codes AB has no responsibility to you or to any third party for) the Application or any Content that you create, transmit or display while using the Service and for the consequences of your actions (including any loss or damage which 84codes AB may suffer) by doing so.
- 5.5 You agree that 84codes AB has no responsibility or liability for the deletion or failure to store any Content and other communications maintained or transmitted through use of the Service. You further acknowledge that you are solely responsible for securing and backing up your Application and any Content.

6. Proprietary Rights

- 6.1 You acknowledge and agree that 84codes AB (or 84codes AB's licensors) owns all legal right, title and interest in and to the Service, including any intellectual property rights which exists in the Service (whether those rights happen to be registered or not, and wherever in the world those rights may exist).
- 6.2 Unless you have agreed otherwise in writing with 84codes AB, nothing in the Terms gives you a right to use any of 84codes AB's trade names, trademarks, Service marks, logos, domain names, and other distinctive brand features.
- 6.3 Except as provided in Section 8, 84codes AB acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content or the Application that you create, submit, post, transmit or display on, or through, the Service, including any intellectual property rights which subsist in that Content and the Application (whether those rights happen

to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with 84codes AB, you agree that you are responsible for protecting and enforcing those rights and that 84codes AB has no obligation to do so on your behalf.

7. License from 84codes AB and Restrictions

- 7.1 84codes AB gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by 84codes AB as part of the Service as provided to you by 84codes AB. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Service as provided by 84codes AB, in the manner permitted by the Terms.
- 7.2 You may not (and you may not permit anyone else to): (a) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Service's Software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by 84codes AB, in writing (e.g., through an open source software license); (b) attempt to disable or circumvent any security mechanisms used by the Service or any Application; (c) use the Service to create an Application that performs a malicious activity, including but not limited to spamming users, harvesting usernames and passwords, performing unauthorized scans of machines or ports or creating DoS attacks; or (d) upload or otherwise process any malicious Content to or through the Service.
- 7.3 Unless 84codes AB has given you specific written permission to do so (e.g., through an open source software license), you may not assign (or grant a sub-license of) your rights to use the Service's Software, grant a security interest in or over your rights to use the Service's Software, or otherwise transfer any part of your rights to use the Software.
- 7.4 Open source software licenses for components of the Service released under an open source license constitute separate written agreements. To the limited extent that the open source software licenses expressly supersede these Terms, the open source licenses govern your agreement with 84codes AB for the use of the components of the Service released under an open source license.

8. License from You

- 8.1 84codes AB claims no ownership or control over any Content or Application. You retain copyright and any other rights you already hold in the Content and/or Application, and you are responsible for protecting those rights, as appropriate. By submitting, posting or displaying the Content on or through the Service you give 84codes AB a worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute such Content for the sole purpose of enabling 84codes AB to provide you with the Service in accordance with its Privacy

Policy. Furthermore, by creating an Application through use of the Service, you give 84codes AB a worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute such Application for the sole purpose of enabling 84codes AB to provide you with the Service in accordance with its Privacy Policy.

- 8.2 You agree that 84codes AB, in its sole discretion, may use your trade names, trademarks, Service marks, logos, domain names and other distinctive brand features in presentations, marketing materials, customer lists, financial reports and website listings (including links to your website) for the purpose of advertising or publicizing your use of the Service.

9. Modification and Termination of the Service

- 9.1 84codes AB is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Service which 84codes AB provides may change from time to time without prior notice to you. Changes to the form and nature of the Service will be effective with respect to all versions of the Service; examples of changes to the form and nature of the Service include without limitation changes to fee and payment policies, security patches, added functionality, and other enhancements.
- 9.2 You may terminate these Terms at any time by canceling your account of the Service. You will not receive any refunds if you cancel your account.
- 9.3 You agree that 84codes, in its sole discretion, may terminate these Terms or suspend your access to your account at any time, for any or no reason, including in the event of your actual or suspected unauthorized use of the Service, or non-compliance with these Terms. You agree that any termination of your access to the Service may be without prior notice, and you agree that 84codes AB will not be liable to you or any third party for such termination.
- 9.4 You are solely responsible for exporting your Customer Data and Content from the Service prior to termination of your account for any reason, provided that if we terminate your account, we will make reasonable efforts to permit you to retrieve your Subscription(s) for a reasonable period of time.
- 9.5 Upon any termination of the Service or your account these Terms will also terminate, but Sections 6.1, 10, 11, 12, 14, and 15 shall continue to be effective after these Terms are terminated.

10. EXCLUSION OF WARRANTIES

- 10.1 NOTHING IN THESE TERMS, INCLUDING SECTIONS 10 AND 11, SHALL EXCLUDE OR LIMIT 84CODES AB'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW.

10.2 YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK AND THAT THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." 84CODES AB, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS MAKE NO EXPRESS WARRANTIES AND DISCLAIM ALL IMPLIED WARRANTIES REGARDING THE SERVICE INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, 84CODES AB, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (A) YOUR USE OF THE SERVICE WILL MEET YOUR REQUIREMENTS, (B) YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED THROUGH THE SERVICE WILL BE ACCURATE.

11. LIMITATION OF LIABILITY

11.1 SUBJECT TO SECTION 10.1 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT 84CODES AB, ITS SUBSIDIARIES, AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT OR REVENUE (WHETHER INCURRED DIRECTLY OR INDIRECTLY), LOSS OF ANTICIPATED SAVINGS, ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, INTERRUPTION OF BUSINESS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS. THE FOREGOING DISCLAIMER IN THIS PARAGRAPH SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

11.2 THE LIMITATION OF LIABILITY IN PARAGRAPH 11.1 ABOVE SHALL APPLY WHETHER OR NOT 84CODES AB HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH DAMAGES.

11.3 IN THE EVENT THAT, NOTWITHSTANDING THE FOREGOING, 84CODES AB OR ITS AFFILIATES IS FOUND LIABLE TO YOU FOR DAMAGES FROM ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, IN NO EVENT WILL 84CODES AB'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE LESSER OF: SUPPLYING OF THE SERVICES AGAIN, OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN, OR REFUND OF 50% OF FEES ACTUALLY PAID FOR THE SERVICE IN THE MONTH PRECEDING THE APPLICABLE CLAIM GIVING RISE TO LIABILITY. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. THE FOREGOING DISCLAIMER SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. YOU AGREE THAT 84CODES AB'S LIABILITY TO YOU AT LAW WILL BE REDUCED BY THE EXTENT, IF ANY, TO WHICH YOU

CONTRIBUTED TO THE DAMAGE OR LOSS. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS SET FORTH IN THIS SECTION ARE INTEGRAL TO THE AMOUNT OF FEES CHARGED IN CONNECTION WITH PROVIDING THE SERVICES TO YOU, AND THAT IF 84CODES WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN, SUCH FEES WOULD OF NECESSITY BE SET SUBSTANTIALLY HIGHER.

12. Indemnification

12.1 You agree to hold harmless and indemnify 84codes AB, and its subsidiaries, affiliates, officers, agents, employees, advertisers, licensors, suppliers or partners, (collectively "84codes AB and Partners") from and against any third party claim arising from or in any way related to (a) your breach of the Terms, (b) your use of the Service, (c) your violation of applicable laws, rules or regulations in connection with the Service, or (d) your Content or your Application, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, 84codes AB will provide you with written notice of such claim, suit or action.

13. Other Content

13.1 The Service may include hyperlinks to other websites or Content or resources or email Content. 84codes AB may have no control over any web sites or resources which are provided by companies or persons other than 84codes AB.

13.2 You acknowledge and agree that 84codes AB is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such websites or resources.

13.3 You acknowledge and agree that 84codes AB is not liable for any loss or damage which may be incurred by you or users of your Application as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such websites or resources.

14. Changes to the Terms

14.1 84codes AB may make changes to the Terms from time to time. If we change the Terms in any substantive way, we will give you at least fourteen (14) days' notice before the changes take effect, during which period of time you may reject the changes by terminating your account.

14.2 You understand and agree that if you use the Service after the date on which the Terms have changed, 84codes AB will treat your use as acceptance of the updated Terms.

14.3 On May 25, 2018, new legislation regarding the collection and use of Personal Data will enter into force. The Swedish Personal Data Act and the Directive 95/46/EC will be replaced by Regulation 2016/679 of the European Parliament and the Council of 27 April 2016 (GDPR).

15. General Legal Terms

15.1 The Terms constitute the legal agreement between you and 84codes AB and govern your use of the Service (but excluding any Services which 84codes AB may provide to you under a separate written agreement), and completely replace any prior agreements between you and 84codes AB in relation to the Service.

15.2 There are no third-party beneficiaries to these Terms. The parties are independent contractors, and nothing in these Terms creates an agency, partnership or joint venture.

15.3 If 84codes AB provides you with a translation of the English language version of these Terms, the English language version of these Terms will control if there is any conflict.

15.4 You agree that 84codes AB may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Service on the sole ground to being able to provide you with the Service.

15.5 You agree that if 84codes AB does not exercise or enforce any legal right or remedy which is contained in the Terms (or which 84codes AB has the benefit of under any applicable law), this will not be taken to be a formal waiver of 84codes AB's rights and that those rights or remedies will still be available to 84codes AB.

15.6 You acknowledge and agree that 84codes AB may provide information to third parties in response to valid legal process, such as subpoenas, search warrants and court orders, or to establish or exercise its legal rights or defend against legal claims. 84codes AB shall not be liable for any use or disclosure of such information by such third parties.

15.7 84codes AB shall not be liable for failing or delaying performance of its obligations resulting from any condition beyond its reasonable control, including but not limited to, governmental action, acts of terrorism, earthquake, fire, flood or other acts of God, labor conditions, power failures, and Internet disturbances.

15.8 The Terms, and your relationship with 84codes AB under the Terms shall be governed by the laws of Sweden without regard to its conflict-of-law provisions. You and 84codes AB agree to submit to the exclusive jurisdiction of the courts located within Sweden to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that 84codes AB shall still be allowed to apply

for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.