

# EULA

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Devcore Oy ("us", "we", "Devcore" or "our") operates <http://www.devcore.app> (the "Site" ) and Devcore mobile apps Google Play & App Store (the "App"). This page informs you of our policies regarding the services and conditions of the Site and App.

By using the Site and/or App, you agree to the end-user license agreement in accordance with this policy.

## Appliance

Devcore EULA is in full agreement with following requirements:

- DMCA

## License

### License Grant

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## User Permission

Users are not permitted to sell, transmit, host or otherwise commercially exploit Devcore products. Users are not permitted to copy or use Devcore for any other purposes except for their own company purposes. Users are not permitted to modify, decrypt, reserve, compile or reverse engineer Devcore products.

## Devcore Service

Devcore service includes following things:

- The App
- The Site

Devcore does not provide following things:

- Any guarantees or warranties to any issues or bugs found during your use of our services

## Governing Law

We apply Finland National Law in our service to you.

## User Permission Levels

Devcore offers freedom to create new user accounts into Devcore without any permission required from Devcore.

Permission level are as follows:

- Admin (Admin can access all mobile application features, web application features and personal information of user's organization inside Devcore.
- Manager (Manager can access mobile application features and web application features, but limited to not able to access personal or private pricing information of the organization)
- User (User can only access mobile application features)

### **Termination of User Organization**

Devcore can terminate a user's organization due to inability to pay the required payment for the services or Devcore free trial expires.

### **User Submitted Content**

Devcore offers users to submit their own content (ideas and documents), but Devcore does not take any responsibility if any copyright infringements are done by user. If you have knowledge of such actions, do not hesitate to reach out to us.

### **Application Updates**

Devcore is being updated regularly (new features, bug fixes etc.) Devcore does not demand additional payment for updates. They come free for all active users.

### **Devcore Feedback & Suggestions**

Devcore provides a suggestion feature in Web application (Devcore > Development). If a user submits a bug report or issue, and we are able to replicate the bug/issue, the user's organization receives 1 credit for each bug/issue found.

### **Personal Information**

Devcore collects a few personal information from each user. Please view our Privacy Policy to see in detail.

### **Intellectual Property**

Devcore application, it's content, devcore's own and user-generated content including trademarks, ideas and documents are exclusive intellectual property of Devcore.

### **Warranty Disclaimer**

Licensor warrants that: (i) the Software will perform materially as described in the Documentation and (ii) at the time of delivery the Software does not contain any virus or other

malicious code that would cause the Software to become inoperable or incapable of being used in accordance with the Documentation.

The warranties set forth in Section 5(a) do not apply and become null and void if Licensee breaches any provision of this Agreement, or if Licensee or person provided access to the Software by Licensee whether or not in violation of this Agreement: (i) installs or uses the Software on or in connection with any hardware or software not specified in the Documentation (ii) modifies or damages the Software; or (iii) misuses the Software, including any use of the Software other than as specified in the Documentation.

EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 5(a), THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS" AND LICENSOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. LICENSOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

#### **Indemnification.**

Licensee shall indemnify, hold harmless, and, at Licensor's option, defend Licensor from and against any Losses resulting from any Third-Party Claim based on Licensee's, or any Authorized User's: (i) negligence or willful misconduct; (ii) use of the Software or Documentation in a manner not authorized or contemplated by this Agreement; (iii) use of the Software in combination with data, software, hardware, equipment or technology not provided by Licensor or authorized by Licensor in writing; (iv) modifications to the Software not made by Licensor; or (v) use of any version other than the most current version of the Software or Documentation delivered to Licensee, provided that Licensee may not settle any Third-Party Claim against Licensor unless such settlement completely and forever releases Licensor from all liability with respect to such Third-Party Claim or unless Licensor consents to such settlement, and further provided that Licensor will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

#### **Limitations of Liability.**

IN NO EVENT WILL LICENSOR BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL

LICENSOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED TWO TIMES THE TOTAL AMOUNTS PAID TO LICENSOR UNDER THIS AGREEMENT IN THE 1-YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

### **Miscellaneous.**

Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (a) first, this Agreement, excluding its Exhibits; (b) second, the Exhibits to this Agreement as of the Effective Date; and (c) third, any other documents incorporated herein by reference.

Force Majeure. In no event shall Licensor be liable to Licensee, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond Licensor's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of Licensor

Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Pennsylvania without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Pennsylvania. Any legal suit, action, or proceeding

arising out of or related to this Agreement or the licenses granted hereunder may be instituted exclusively in the federal courts of the United States or the courts of the State of Pennsylvania in each case located in the city and County of Philadelphia, and each Party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

**Assignment.** Licensee may not assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Licensor. Any purported assignment, transfer, or delegation in violation of this Section is null and void. No assignment, transfer, or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.

**Export Regulation.** The Software may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. Licensee shall not, directly or indirectly, export, re-export, or release the Software to, or make the Software accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Licensee shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Software available outside the US.

## **Updates**

We may update this EULA from time to time by posting an updated EULA on the Devcore website. Your continued use of our services constitutes your agreement to the updated EULA on a prospective basis.

## **Contact**

If you have further questions regarding Devcore EULA, do not hesitate to reach out to Jero Juujärvi by email [jero@juujarvi.co](mailto:jero@juujarvi.co)