

# IoTNode APP

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This Agreement (including validity and interpretation) will be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, U.S.A., without reference to any conflict of law principles. If a dispute, controversy or claim arises out of or relates to these terms and conditions, or the breach, termination or validity thereof, and if either party decides that the dispute cannot be settled through direct discussions, the parties agree to settle the dispute through arbitration. The arbitration shall be conducted by one arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA) in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of the parties. The seat of the arbitration shall be Boston, Massachusetts and the arbitration shall be conducted in the English language. The arbitrator shall not have the authority, power, or right to alter, change, amend, modify, add, or subtract from any provision of these terms and conditions. The arbitral award shall be in writing and shall be final and binding on the parties. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the parties or their assets. Subject to any arbitral award, costs of arbitration shall be borne equally by the parties. The arbitration requirement does not limit the right of either party to obtain provisional or ancillary remedies, such as injunctive relief, before, during or after any arbitration proceeding.

### **Complete Agreement**

This Agreement and our Privacy Statement located at Appendix A constitute the entire agreement between you and us relating to your access to and use of the Applications. To the extent there is an inconsistency between this Agreement and the Privacy Statement, this Agreement shall govern. Anything contained in or delivered through the Applications that is inconsistent with or conflicts with the terms of this Agreement is superseded by the terms of this Agreement. This Agreement may not be modified, in whole or in part, except as described elsewhere in this Agreement.

### **Compliance**

You must comply with all U.S. laws and, unless inconsistent with U.S. laws, also with other applicable laws and regulations relating to your use of our Applications. Without limiting the generality of the foregoing, you must comply with all U.S. export control and trade laws and refrain from exporting or re-exporting the Applications or any information related thereto in violation of U.S. law.

### **Severability**

If any of the provisions of this Agreement are held to be not enforceable by a court or other tribunal of competent jurisdiction, then such provisions shall be reformed, limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

### **Assignability**

You agree that these Terms and all incorporated agreements between you and us may be automatically assigned by us, in our sole discretion, without restrictions. You may not assign any rights or delegate any duties hereunder, and any purported assignment or delegation shall be null and void and constitute a material breach.

### **Contact Information**

All notices relating to this Agreement shall be posted on the App or Site. All notices to us relating to this Agreement shall be in writing and sent to the following:

One Technology Way PO BOX 9106  
Norwood, MA 02062  
U.S.A.

Last updated: May 2017

## APPENDIX A

# ADI Sensor Node Privacy Statement

We, Analog Devices, Inc. (“ADI”), provide information about our data processing practices relating to our Internet of Things (“IoT”) offerings to developers in this IoT Developer Privacy Statement (“Privacy Statement”). This Privacy Statement applies to our Analog Devices Connect feature (“Cloud Solution”), our mobile device applications, including the ADI Sensor Node Kit (“App”) and the websites to which the Cloud Solution and the App connect (“Site”). We provide access to the Cloud Solution, the App and the Site (collectively “Applications”) only to corporate customers and prospective customers subject to the ADI IoT Terms of Use (“Terms”) - **NOT FOR CONSUMERS OR PERSONAL OR HOUSEHOLD PURPOSES AND NOT FOR ANY MEDICAL DIAGNOSIS OR TREATMENT PURPOSES.**

### **Categories of Personal Data**

When you first access or when you use the Applications, we may request that you provide personal data such as name, email address, company affiliation, telephone number and the like. We may request personal data to facilitate future communications, purchases of ADI products, or so that you can receive software, tools, information or other materials from us.

When you use the Applications, you or your device may transmit information that we automatically collect, such as IP address, operating system, temperature, moisture, location, browser information, Web pages visited, links clicked, etc.

### **Purposes of Data Collection**

We use personal data to provide and improve the Applications and other ADI products and to provide you with information about us, our products and our business.

### **Your Choices**

Our Applications are voluntary. If you do not wish us to collect personal data, you can refrain from using our Applications.

### **Cookie Notice**

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### **Processing and Storage of Personal Data**

We use and store data in the United States and other locations worldwide.

### **Sharing of Personal Data**

We do not share your individual personal data with third parties, except as follows:

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- We use affiliated and unaffiliated service providers all over the world that help us deliver our service and run our business subject to strict confidentiality agreements.
- We share aggregated usage statistics that cannot be used to identify you individually.
- We will disclose data as required by law or to protect you, other users, us or third parties from harm, including fraud, data security breaches or where someone's physical safety seems at risk.
- In a reorganization or sale of our company or assets, your data may be transferred, subject to the acquirer accepting the commitments made in this Statement and compliance with applicable law.

### **Data Retention**

We retain personal data for as long as needed to provide our services. We retain data collected for analysis (heart rate, location, temperature, etc.) for the duration of your development instance. If you request to have your personal data removed, we will delete, de-identify or archive it within 30 days of your request.

We retain web logs, access data and aggregate technical information as long as permitted by law.

We will also retain personal data as necessary to comply with legal obligations, resolve disputes or enforce our agreements.

### **Third Party Links**

Links on the Site to third party websites are provided solely as a convenience to you. If you use these links, you will leave the Site. We have not reviewed all third party sites and we do not control and are not responsible for their content or their privacy and security policies. We do not endorse or make any representations about third party sites, or about any information, software or other products or materials found there, or about any results that may be obtained from using them. If you decide to access any of these third party sites, you do so at your own risk.

### **Security**

We have implemented reasonable information security practices designed to help safeguard your personal data. We do not authorize our employees or service providers to access or use personal data unless they have a need to know it in connection with performing their employment duties or providing services to us.

While we will continue to exercise diligence and use reasonable measures to protect the security of the Applications, we cannot warrant that all internet communications will be absolutely secure. If you have any questions about this Security Statement, please contact us at [external.webmaster@analog.com](mailto:external.webmaster@analog.com).

### **Effective Date and Changes**

This Privacy Statement is effective March 8, 2016. We may update it from time to time, at our sole discretion. If you continue to use the Applications after we update this Privacy Statement, you accept our changes.



If you have questions about our Privacy Statement or our mobile and website security, please email us at [external.webmaster@analog.com](mailto:external.webmaster@analog.com).

## **APPENDIX B**

### **Open Source Licenses**

**The App has the following open source code:**

#### **Android**

**Bluetooth**  
**March 8<sup>th</sup> 2015**

Apache License

Version 2.0, January 2004  
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**September 12<sup>th</sup> 2012**

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**Glide Image**  
**October 2<sup>nd</sup> 2014**

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NEUQUANT Neural-Net quantization algorithm by Anthony Dekker, 1994. See "Kohonen neural networks for optimal colour quantization" in "Network: Computation in Neural Systems" Vol. 5 (1994) pp 351-367. for a discussion of



the algorithm.

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