

# Legal

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otosensesms

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# 1. OtoSense SMS Mobile App – End User License Agreement

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This End User License Agreement (the “Agreement”) is a legal agreement between Analog Devices, Inc., a Massachusetts corporation, with its principal office at One Technology Way, Norwood, Massachusetts, USA 02062 (“Analog Devices”) and you (personally or on behalf of your employer, as applicable) (“Licensee”), an individual end user of the OtoSense SMS Platform (as defined below), for the software and related documentation that accompanies this Agreement (the “App”). YOU AGREE THAT YOU ARE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT BY INSTALLING, COPYING OR USING THE SOFTWARE. IF YOU DO NOT AGREE, DO NOT INSTALL, COPY OR USE THE SOFTWARE, AND DELETE ANY COPIES IN YOUR POSSESSION. YOU REPRESENT THAT YOU ARE OVER THE AGE OF 18 AND HAVE THE CAPACITY AND AUTHORITY TO BIND YOURSELF OR YOUR EMPLOYER, AS APPLICABLE, TO THE TERMS OF THIS AGREEMENT.

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## 2. Acknowledgments.

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(b) App Use. Analog Devices provides the machine learning and predictive analytics software tool known as the “OtoSense SMS Platform”. The App is a component of the OtoSense SMS Platform, but nothing herein grants the Licensee any right of access to or use of the OtoSense SMS Platform (other than the App), which is governed by a separate written agreement between Analog Devices and Licensee (the “SMS License”). Licensee is permitted to use the App solely in conjunction with the OtoSense SMS Platform and subject to the terms and conditions of this Agreement and the SMS License. The App is not recommended for consumer use.

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(e) In no event shall Licensee remove any copyright or other intellectual property notice or other legend contained on or in copies of the App or displayed by the App. Licensee shall not use or refer to the App, or use information acquired from or about the App, in connection with directly or indirectly developing a competitive application or assisting another in doing the same.

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6. Feedback. Licensee may from time to time provide modifications, enhancements, improvements, code, suggestions, ideas, comments or other feedback ("Feedback") to Analog Devices related to the App. Licensee agrees that all Feedback is and shall be given entirely voluntarily. To the extent Licensee provides such Feedback, Licensee (on behalf of itself and its affiliates) hereby grants to Analog Devices and its

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7. Fees and Taxes. Licensee shall pay all foreign, federal, state, municipal and other governmental excise, sales, use, property, customs, import, value added and other taxes, fees, levies and duties of any nature now in force or enacted in the future that are assessed upon or with respect to the App, but excluding taxes based on Analog Devices' net income.

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9. Indemnification. Licensee shall defend, indemnify and hold Analog Devices, its affiliates, licensors and suppliers, and their respective officers, directors, employees and agents (each an "Indemnified Party") harmless from and against any damages, fines, penalties, assessments, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) in the event that any claim is brought against an Indemnified Party arising or alleged to arise directly or indirectly from (i) Licensee's possession, use, distribution or other exploitation of the App or Third Party Software, (ii) Licensee's failure to obtain any alleged or actual required license or consent with respect to the App or Third Party Software or (iii) Licensee's alleged or actual non-compliance with any term or condition of this Agreement.

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17. Compliance with Laws. Licensee shall comply with all laws, legislation, rules, regulations, governmental requirements and industry standards with respect to the App, and the performance by Licensee of its obligations hereunder, existing in any applicable jurisdiction. In the event that this Agreement is required to be registered with any governmental authority, Licensee shall notify Analog Devices in writing and cause



such registration to be made and shall bear any expense or tax payable in respect thereof.

18. Assignment. This Agreement is personal to Licensee and Licensee may not transfer, sublicense, lease, rent, or assign its rights under this License, and any such attempt shall be null and void. Analog Devices may assign, transfer, or sublicense this Agreement or any rights or obligations hereunder at any time in its sole discretion.

19. Waiver; Modification; Severability. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. If any provision of this Agreement is unenforceable, such provision shall be enforced to the extent possible under applicable law, and the remaining provisions will remain in effect.

20. Entire Agreement. This Agreement constitutes the entire, final, and complete agreement between the parties hereto relevant to the subject matter hereof, and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this Agreement. Any term or condition incorporated in Licensee's purchase order(s) or any other document provided by Licensee to Analog Devices which is in any way different from, inconsistent with or in addition to the terms and conditions set forth herein shall be of no effect, shall not apply to the licensing of the App, and shall not become a part of a contract between the parties or be binding upon Analog Devices. Analog Devices' failure to object to terms contained in any communication from Licensee shall not be an acceptance of such terms or a waiver of the terms set forth in this Agreement. If, for any reason, any provision of this Agreement is held invalid, such invalidity shall not affect the remainder of this Agreement, and this Agreement shall continue in force and effect to the full extent allowed by law. For the avoidance of doubt, all the App under this Agreement is subject to the terms and conditions of this Agreement and not any agreement or terms for purchase of Analog Devices products, even if the App is delivered with such products.

20200623-OTOSENSESMS-EULA

## 2. OtoSense Smart Motor Sensor Privacy Statement

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This Privacy Statement details how Analog Devices, Inc. (“ADI”, “we”, “us” or “our”) collects, uses and otherwise processes personal information and data in connection with the use of ADI’s OtoSense SMS mobile application, the connected cloud hosted OtoSense SMS platform, and the services provided to visitors and users (“you”, “your”) through them (the mobile application, cloud-hosted platform and related services collectively the “Services”). Access to the Services is provided subject to the applicable license agreement and/or terms of service (collectively, the “Terms of Service”).

This Privacy Statement applies solely to the Services. It does not apply to any third party application, site or services linking, recommending or otherwise referring to the Services or linked, recommended or referred to by, or in connection with, the Services, through our other services, or by our staff. And it does not apply to any other website, product or service operated by ADI, or to any of ADI’s offline activities.

### **Data Collected Through the Services**

ADI provides access to the Services in connection with your use of OtoSense SMS. In order to use the Services, you will need to create a login and provide us with identifiers, commercial information and electronic information including an email address and password; we may also request your name and the name of the company you work for (collectively “Personal Information”).

### **How ADI Uses and Shares Your Personal Information**

ADI will use the Personal Information only to authenticate you as a user, create your user account, to save your user login information and preferences for the Services, and to communicate with you about your account for support purposes (including the content of, and metadata pertaining to, related emails sent to or received from you). We give certain service providers access to your Personal Information. Those service providers assist us with aspects of the Services and are required to sign contracts in which they promise to protect your Personal Information using procedures reasonably similar to ours and commit to data processing obligations as required by applicable law. In addition, ADI reserves the right to collect and share Personal Information as part of (i) the prevention, detection, investigation or response to a violation of the Terms of Service, fraud, illegal activities or other actions or threats that may damage ADI, the Services, or other property, or injure or threaten ADI’s customers or other persons, (ii) compliance with applicable law, a court order, subpoena, government investigation or other legal process, or as part of (iii) a transfer or sale of a business unit to a third party.

### **Removal and Updating of your Personal Information**

If at any time you wish to make a request for ADI to delete your Personal Information, or to correct or update your Personal Information, please notify ADI at [external.webmaster@analog.com](mailto:external.webmaster@analog.com).

### **Security Statement: How ADI Protects Your Personal Information**

ADI has implemented reasonable and appropriate information security practices designed to help safeguard your Personal Information. We do not authorize ADI employees or our service providers to access or use this information unless they have a need to know it in connection with performing their employment duties or providing services to ADI.

While ADI will continue to exercise diligence and use reasonable measures to protect the security of the App, ADI cannot warrant that all online and Internet communications will be absolutely secure. If you have any questions about ADI's security practices, please contact [external.webmaster@analog.com](mailto:external.webmaster@analog.com).

ADI is committed to the responsible use of the Internet. ADI reserves the right to change or amend its privacy statement from time to time, but will post any such changes on this Site.

## **ADDITIONAL PRIVACY POLICY FOR USERS IN THE EU/EEA**

### **Scope**

The statements below describe how ADI protects Personal Information of users in the European Union (EU) and the European Economic Area (EEA). Unless outlined specifically below, the terms specified in the above Privacy Statement will remain valid and apply in addition to the following statements.

### **Controller and EU Representative**

The controller responsible for the Processing of your Personal Information is  
Analog Devices, Inc.  
One Technology Way  
PO Box 9106  
Norwood, MA 02062 USA

Our authorized EU representative is

Analog Devices International U.C.  
Bay F-1  
Raheen Industrial Estate  
Limerick, Ireland

If you have any questions about the Privacy Statement or this Additional Privacy Notice for users in the EU/EEA, please contact us at [external.webmaster@analog.com](mailto:external.webmaster@analog.com).

### **Legal Bases for the Processing of Personal Information**

We process your Personal Information on the following legal bases:

1. Based on the necessity to perform a contract with you or take steps at your request prior to entering into a contract with you, Article 6(1)(b) General Data Protection (EU) 2016/679 (GDPR)
  - a. to create your account subject to the Terms of Service;
  - b. to perform resulting contractual obligations;
  - c. to respond to related questions and requests from you; and

- d. to provide support to you.
2. Based on the necessity to pursue legitimate business interests not overridden by your interests or fundamental rights and freedoms, Article 6(1)(f) GDPR
  - a. for the security and safety of the Services, our connected IT and the users;
  - b. to detect, investigate, prevent or respond to a violation of the Terms of Service, fraud, illegal activities or other actions or threats that may damage ADI, the Services, or other property, or injure or threaten ADI's customers or other persons;
  - c. to comply with legal obligations established outside the EU/EEA to which ADI is subject.
3. Based on the necessity to comply with legal obligations established by or in the EU/EEA to which ADI is subject, Article 6(1)(c) GDPR.

### **Data Transfers Outside of the EU/EEA**

We and certain of our service providers with access to your Personal Information are located outside of the EU/EEA.

To ensure an adequate level of protection of your Personal Information, we enter into data processing and data transfer agreements with our service providers outside of the EU/EEA that incorporate the provisions of the Standard Contractual Clauses approved by the EU Commission or implement other appropriate safeguards with them. You can ask for a copy of these safeguards by contacting [external.webmaster@analog.com](mailto:external.webmaster@analog.com).

### **How Long We Keep Your Personal Information**

We have implemented appropriate retention periods for your Personal Information collected or otherwise processed in connection with the Services. Personal Information processed in the context of a contract with you will be retained by us for the term of the contract and for a reasonable time afterwards as might be required to determine and settle any related claims. Where our processing of your Personal Information is based on legitimate interests or the compliance with legal obligations, it will be deleted as soon as the underlying purpose has expired.

### **Your Rights Regarding the Processing of Your Personal Information**

In the EU/EEA, subject to the conditions set out in applicable law, you have the rights to:

- Inquire whether and what kind of Personal Information we hold about you and how it is processed, and to access or request copies of such personal data;
- Request the correction or supplementation of Personal Information about you that is inaccurate, incomplete or out of-date in relation to the purposes underlying the processing;
- Request the erasure of Personal Information no longer necessary for the purposes underlying the processing, processed based on withdrawn consent, processed for legitimate interests that, in the context of your objection, do not prove to be compelling, or processed in non compliance with applicable legal requirements;
- Request us to restrict the processing of Personal Information in certain situations where you feel its processing is inappropriate;
- Object, in certain circumstances, to the processing of Personal Information for legitimate interests;

and to

- Request portability of Personal Information that you have actively or passively provided to us (which does not include data derived or inferred from Personal Information (if any)), where the processing of such Personal Information is based on consent or a contract with you and is carried out by automated means.

To exercise any of your rights above, please email a request to [external.webmaster@analog.com](mailto:external.webmaster@analog.com). ADI will review and respond to valid requests in accordance with applicable law. If the request is not deemed valid in accordance with applicable law, ADI will share the reasons why it is not valid and your options for seeking resolution through a supervisory authority or through judicial remedy. You have the right to lodge a complaint against us with a supervisory authority.

### **Your Provision of Personal Information to Us**

Your use of the Services and your provision of Personal Information to us in the process is voluntary on your part. Subject to your sole discretion, you can stop using the Services or decline to provide Personal Information.

### **Effective Date and Changes**

The Privacy Statement and this Additional Privacy Notice for users in the EU/EEA is effective as of 23 June 2020. We may update it from time to time, at our sole discretion, in which case the updated Privacy Statement and Additional Privacy Notice for users in the EU/EEA will be posted in the mobile application or on the cloud hosted OtoSense SMS platform connected to the Services with a notice indicating the recent updated.

If you have questions about the Services, the Privacy Statement or this Additional Privacy Notice for users in the EU/EEA, please email us at [external.webmaster@analog.com](mailto:external.webmaster@analog.com).

OTOSENSESMSPS-20200623

# 3. OtoSense SMS Third Party Software Licenses

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## OtoSense SMS – Firmware

### Amazon FreeRTOS Demo Applications

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Repository: <https://github.com/indutny/asn1.js>

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### **aws-serverless-express@3.3.6**

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Repository: <https://github.com/mikeal/aws-sign>

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Repository: <https://github.com/beatgammit/base64-js>

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Repository: <https://github.com/joyent/node-bcrypt-pbkdf>

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Repository: <https://github.com/dcodeIO/bcrypt.js>

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bcrypt.js

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isaac.js

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**bl@2.2.0**

Repository: <https://github.com/rvagg/bl>

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**bn.js@4.11.8**

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### **body-parser@1.19.0**

Repository: <https://github.com/expressjs/body-parser>

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### **buffer-equal-constant-time@1.0.1**

Repository: <https://github.com/goinstant/buffer-equal-constant-time>

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Repository: <https://github.com/blakeembrey/camel-case>

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**caseless@0.12.0**

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**clean-css@4.2.1**

Repository: <https://github.com/jakubpawlowicz/clean-css>

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Repository: <https://github.com/Marak/colors.js>

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### **combined-stream@1.0.8**

Repository: <https://github.com/felixge/node-combined-stream>

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### **commander@2.17.1**

Repository: <https://github.com/tj/commander.js>

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**complex.js@2.0.11**

Repository: <https://github.com/infusion/Complex.js>

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#### **compressible@2.0.17**

Repository: <https://github.com/jshttp/compressible>

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#### **compression@1.7.4**

Repository: <https://github.com/expressjs/compression>

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#### **config@1.31.0**

Repository: <https://github.com/lorenwest/node-config>

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### **content-disposition@0.5.3**

Repository: <https://github.com/jshttp/content-disposition>

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#### **content-type@1.0.4**

Repository: <https://github.com/jshttp/content-type>

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#### **cookie-signature@1.0.6**

Repository: <https://github.com/visionmedia/node-cookie-signature>

#### cookie-signature@1.0.6 License

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Repository: <https://github.com/jshttp/cookie>

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### **core-util-is@1.0.2**

Repository: <https://github.com/isaacs/core-util-is>

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### **cors@2.8.5**

Repository: <https://github.com/expressjs/cors>

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**cycle@1.0.3**

Repository: <https://github.com/dscape/cycle>

Download: <https://www.npmjs.com/package/cycle>

cycle@1.0.3 License

Fork of <https://github.com/douglascrockford/JSON-js>, maintained in npm as `cycle`.

- Contributors

- Douglas Crockford
- Nuno Job
- Justin Warkentin

- JSON in JavaScript

Douglas Crockford

douglas@crockford.com

2010-11-18

JSON is a light-weight, language independent, data interchange format.

See <http://www.JSON.org/>

The files in this collection implement JSON encoders/decoders in JavaScript.

JSON became a built-in feature of JavaScript when the ECMAScript Programming Language Standard – Fifth Edition was adopted by the ECMA General Assembly in December 2009. Most of the files in this collection are for applications that are expected to run in obsolete web browsers. For most purposes, json2.js is the best choice.

json2.js: This file creates a JSON property in the global object, if there isn't already one, setting its value to an object containing a stringify method and a parse method. The parse method uses the eval method to do the parsing, guarding it with several regular expressions to defend against accidental code execution hazards. On current browsers, this file does nothing, preferring the built-in JSON object.

json.js: This file does everything that json2.js does. It also adds a toJSONString method and a parseJSON method to Object.prototype. Use of this file is not recommended.

json\_parse.js: This file contains an alternative JSON parse function that uses recursive descent instead of eval.

json\_parse\_state.js: This file contains an alternative JSON parse function that uses a state machine instead of eval.

cycle.js: This file contains two functions, JSON.decycle and JSON.retrocycle, which make it possible to encode cyclical structures and dags in JSON, and to then recover them. JSONPath is used to represent the links.

<http://GOESSNER.net/articles/JsonPath/>

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**dashdash@1.14.1**

Repository: <https://github.com/trentm/node-dashdash>

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## **debug@2.6.9**

Repository: <https://github.com/visionmedia/debug>

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### **decimal.js@10.2.0**

Repository: <https://github.com/MikeMcl/decimal.js>

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### **define-properties@1.1.3**

Repository: <https://github.com/ljharb/define-properties>

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**delayed-stream@1.0.0**

Repository: <https://github.com/felixge/node-delayed-stream>

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### **depd@1.1.2**

Repository: <https://github.com/dougwilson/nodejs-depd>

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### **destroy@1.0.4**

Repository: <https://github.com/stream-utils/destroy>

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**ecc-jsbn@0.1.2**

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### **ecdsa-sig-formatter@1.0.11**

Repository: <https://github.com/Brightspace/node-ecdsa-sig-formatter>

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## **ee-first@1.1.1**

Repository: <https://github.com/jonathanong/ee-first>

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[0]: <http://tools.ietf.org/html/rfc6979>

[1]: <https://github.com/indutny/bn.js>

[2]: <https://github.com/indutny/hash.js>

[3]: <https://github.com/bitchan/eccrypto>

[4]: <https://github.com/wanderer/secp256k1-node>

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### **encodeurl@1.0.2**

Repository: <https://github.com/pillarjs/encodeurl>

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#### **es-to-primitive@1.2.1**

Repository: <https://github.com/ljharb/es-to-primitive>

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Repository: <https://github.com/component/escape-html>

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### **escape-latex@1.2.0**

Repository: <https://github.com/dangmai/escape-latex>

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#### **etag@1.8.1**

Repository: <https://github.com/jshttp/etag>

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#### **events@1.1.1**

Repository: <https://github.com/Gozala/events>

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#### **extend@3.0.2**

Repository: <https://github.com/justmoon/node-extend>

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Repository: <https://github.com/pillarjs/finalhandler>

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Repository: <https://github.com/mikeal/forever-agent>

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Repository: <https://github.com/infusion/Fraction.js>

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#### **function-bind@1.1.1**

Repository: <https://github.com/Raynos/function-bind>

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#### **getpass@0.1.7**

Repository: <https://github.com/arekinath/node-getpass>

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Repository: <https://github.com/wycats/handlebars.js>

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### **har-schema@2.0.0**

Repository: <https://github.com/ahmadnassri/har-schema>

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### **har-validator@5.1.3**

Repository: <https://github.com/ahmadnassri/node-har-validator>

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### **has-symbols@1.0.0**

Repository: <https://github.com/ljharb/has-symbols>

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### **has@1.0.3**

Repository: <https://github.com/tarruda/has>

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**hash.js@1.1.7**

Repository: <https://github.com/indutny/hash.js>

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### **hmac-drbg@1.0.1**

Repository: <https://github.com/indutny/hmac-drbg>

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[0]: <http://csrc.nist.gov/groups/ST/toolkit/documents/rng/HashBlockCipherDRBG.pdf>

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#### **html-minifier@3.5.21**

Repository: <https://github.com/kangax/html-minifier>

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## **http-errors@1.7.2**

Repository: <https://github.com/jshttp/http-errors>

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**http-signature@1.2.0**

Repository: <https://github.com/joyent/node-http-signature>

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**iconv-lite@0.4.24**

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**is-callable@1.1.4**

Repository: <https://github.com/ljharb/is-callable>

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Repository: <https://github.com/Bill4Time/javascript-natural-sort>

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Repository: <https://github.com/jmespath/jmespath.js>

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Repository: <https://github.com/kriszyp/json-schema>

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**json-stringify-safe@5.0.1**

Repository: <https://github.com/isaacs/json-stringify-safe>

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**json5@1.0.1**

Repository: <https://github.com/json5/json5>

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#### **jsrsasign@8.0.12**

Repository: <https://github.com/kjur/jsrsasign>

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**jwa@1.4.1**

Repository: <https://github.com/brianloveswords/node-jwa>

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**jws@3.2.2**

Repository: <https://github.com/brianloveswords/node-jws>

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\*mime@1.6.0

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Repository: <https://github.com/broofa/node-mime>

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Repository: <https://github.com/calvinmetcalf/minimalistic-assert>

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#### **minimalistic-crypto-utils@1.0.1**

Repository: <https://github.com/indutny/minimalistic-crypto-utils>

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[0]: <http://tools.ietf.org/html/rfc6979>

[1]: <https://github.com/indutny/bn.js>

[2]: <https://github.com/indutny/hash.js>

[3]: <https://github.com/bitchan/eccrypto>

[4]: <https://github.com/wanderer/secp256k1-node>

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### **msgpack5@4.2.1**

Repository: <https://github.com/mcollina/msgpack5>

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Repository: <https://github.com/jshttp/negotiator>

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### **neo-async@2.6.1**

Repository: <https://github.com/suguru03/neo-async>

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### **no-case@2.3.2**

Repository: <https://github.com/blakeembrey/no-case>

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**nodemailer@4.7.0**

Repository: <https://github.com/nodemailer/nodemailer>

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Repository: <https://github.com/mikeal/oauth-sign>

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### **object-inspect@1.7.0**

Repository: <https://github.com/substack/object-inspect>

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**optimist@0.6.1**

Repository: <https://github.com/substack/node-optimist>

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### **param-case@2.1.1**

Repository: <https://github.com/blakeembrey/param-case>

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### **parseurl@1.3.3**

Repository: <https://github.com/pillarjs/parseurl>

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### **path-to-regexp@0.1.7**

Repository: <https://github.com/component/path-to-regexp>

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### **performance-now@2.1.0**

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### **process-nextick-args@2.0.1**

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#### **psl@1.4.0**

Repository: <https://github.com/lupomontero/psl>

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## **querystring@0.2.0**

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Repository: <https://github.com/isaacs/sax-js>

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**semver@5.7.1**

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**setprototypeof@1.1.1**

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**split@1.0.1**

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### **through@2.3.8**

Repository: <https://github.com/dominictarr/through>

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Repository: <https://github.com/salesforce/tough-cookie>

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Repository: <https://github.com/jshttp/type-is>

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### **typed-function@1.1.1**

Repository: <https://github.com/josdejong/typed-function>

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### **uglify-js@3.4.10**

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**uglify-js@3.7.2**

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Repository: <https://github.com/stream-utils/unpipe>

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### **upper-case@1.1.3**

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### **uri-js@4.2.2**

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**url@0.10.3**

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Repository: <https://github.com/TooTallNate/util-deprecate>

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### **utils-merge@1.0.1**

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### **vary@1.1.2**

Repository: <https://github.com/jshttp/vary>

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**verror@1.10.0**

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Repository: <https://github.com/winstonjs/winston>

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## **xml2js@0.4.22**

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### **xmlbuilder@11.0.1**

Repository: <https://github.com/oozcitak/xmlbuilder-js>

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Repository: <https://github.com/chalk/ansi-regex>

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**archiver-utils@1.3.0**

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Repository: <https://github.com/caolan/async>

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**balanced-match@1.0.0**

Repository: <https://github.com/juliangruber/balanced-match>

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**base64-js@1.3.1**

Repository: <https://github.com/beatgammit/base64-js>

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## **bl@1.2.2**

Repository: <https://github.com/rvagg/bl>

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## **buffer-alloc-unsafe@1.1.0**

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**buffer@4.9.1**

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[bunyan]: <https://github.com/trentm/node-bunyan>

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## **bunyan@1.8.12**

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Repository: <https://github.com/runk/node-chardet>

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### **color-convert@1.9.3**

Repository: <https://github.com/Qix-/color-convert>

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### **color-name@1.1.3**

Repository: <https://github.com/dfcreative/color-name>

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### **compress-commons@1.2.2**

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Repository: <https://github.com/lorenwest/node-config>

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**core-util-is@1.0.2**

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Repository: <https://github.com/archiverjs/node-crc32-stream>

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**crc@3.8.0**

Repository: <https://github.com/alexgorbatchev/node-crc>

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**cross-env@5.2.1**

Repository: <https://github.com/kentcdodds/cross-env>

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### **cross-spawn@6.0.5**

Repository: <https://github.com/moxystudio/node-cross-spawn>

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**dtrace-provider@0.8.8**

Repository: <https://github.com/chrisa/node-dtrace-provider>

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**end-of-stream@1.4.4**

Repository: <https://github.com/mafintosh/end-of-stream>

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### **escape-string-regexp@1.0.5**

Repository: <https://github.com/sindresorhus/escape-string-regexp>

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Repository: <https://github.com/Gozala/events>

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### **external-editor@2.2.0**

Repository: <https://github.com/mrkmg/node-external-editor>

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**\*fs-constants@1.0.0 \***

Repository: <https://github.com/mafintosh/fs-constants>

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**fs-extra@5.0.0**

Repository: <https://github.com/jprichardson/node-fs-extra>

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### **fs.realpath@1.0.0**

Repository: <https://github.com/isaacs/fs.realpath>

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### **generate-password@1.5.1**

Repository: <https://github.com/brendanashworth/generate-password>

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**glob@6.0.4**

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**glob@7.1.6**

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**inflight@1.0.6**

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Repository: <https://github.com/SBoudrias/Inquirer.js>

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Repository: <https://github.com/sindresorhus/is-fullwidth-code-point>

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#### **isarray@1.0.0**

Repository: <https://github.com/juliangruber/isarray>

Download: <https://www.npmjs.org/package/isarray>

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Repository: <https://github.com/jmespath/jmespath.js>

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Repository: <https://github.com/json5/json5>

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**jsonfile@4.0.0**

Repository: <https://github.com/jprichardson/node-jsonfile>

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Repository: <https://github.com/jpommerening/node-lazystream>

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Repository: <https://github.com/lodash/lodash>

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#### **mime-db@1.43.0**

Repository: <https://github.com/jshttp/mime-db>

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#### **mime-types@2.1.26**



Repository: <https://github.com/jshttp/mime-types>

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**mimic-fn@1.2.0**

Repository: <https://github.com/sindresorhus/mimic-fn>

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#### **minimatch@3.0.4**

Repository: <https://github.com/isaacs/minimatch>

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#### **mkdirp@0.5.1**

Repository: <https://github.com/substack/node-mkdirp>

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**moment@2.24.0**

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#### **mute-stream@0.0.7**

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#### **mv@2.1.1**

Repository: <https://github.com/andrewrk/node-mv>

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**nan@2.14.0**

Repository: <https://github.com/nodejs/nan>

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### **nice-try@1.0.5**

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#### **normalize-path@2.1.1**

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#### **once@1.4.0**

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**path-is-absolute@1.0.1**

Repository: <https://github.com/sindresorhus/path-is-absolute>

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Repository: <https://github.com/calvinmetcalf/process-nextick-args>

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**rimraf@2.4.5**

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#### **rxjs@5.5.12**

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### **safe-buffer@5.1.2**

Repository: <https://github.com/feross/safe-buffer>

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### **safe-json-stringify@1.2.0**

Repository: <https://github.com/debitoor/safe-json-stringify>

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**semver@5.7.1**

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#### **shebang-command@1.2.0**

Repository: <https://github.com/kevva/shebang-command>

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### **symbol-observable@1.0.1**

Repository: <https://github.com/blesh/symbol-observable>

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**tar-stream@1.6.2**

Repository: <https://github.com/mafintosh/tar-stream>

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**through@2.3.8**

Repository: <https://github.com/dominictarr/through>

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Repository: <https://github.com/raszi/node-tmp>

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Repository: <https://github.com/RyanZim/universalify>

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### **util-deprecate@1.0.2**

Repository: <https://github.com/TooTallNate/util-deprecate>

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### **uuid@3.3.2**

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**\*which@1.3.1 \***

Repository: <https://github.com/isaacs/node-which>

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**wrappy@1.0.2**

Repository: <https://github.com/npm/wrappy>

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#### **xml2js@0.4.19**

Repository: <https://github.com/Leonidas-from-XIV/node-xml2js>

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#### **xmlbuilder@9.0.7**

Repository: <https://github.com/oozcitak/xmlbuilder-js>

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## **xtend@4.0.2**

Repository: <https://github.com/Raynos/xtend>

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Repository: <https://github.com/archiverjs/node-zip-stream>

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### **compress-pickle@1.1.1**

Repository: [https://github.com/lucianopaz/compress\\_pickle](https://github.com/lucianopaz/compress_pickle)

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### **jsonschema@3.2.0**

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### **linetimer@0.1.4**

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Repository: <https://github.com/hmallen/numpyencoder>

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Repository: <http://github.com/tobgu/pyrsistent>

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`agm/core1.1.0`

Repository: <https://github.com/SebastianM/angular-google-maps>

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`angular/animations8.2.14`

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angular/cdk8.2.3

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angular/compiler8.2.14

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angular/core8.2.14

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babel/code-frame7.8.3

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babel/runtime7.8.4

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ng-idle/core8.0.0-beta.4

Repository: <https://github.com/HackedByChinese/ng2-idle>

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ng-idle/keepalive8.0.0-beta.4

Repository: <https://github.com/HackedByChinese/ng2-idle>

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ngneat/transloco-utils1.1.0

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types/color-name1.1.1

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types/parse-json4.0.0

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angular-ng-autocomplete@1.1.17

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balanced-match@1.0.0

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cliui@6.0.0

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color-name@1.1.3

Repository: <https://github.com/dcfcreative/color-name>

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Repository: <https://github.com/colorjs/color-name>

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concat-map@0.0.1

Repository: <https://github.com/substack/node-concat-map>

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cosmiconfig@6.0.0

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decamelize@1.2.0

Repository: <https://github.com/sindresorhus/decamelize>

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defaults@1.0.3

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emoji-regex@8.0.0

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error-ex@1.3.2

Repository: <https://github.com/qix-/node-error-ex>

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escape-string-regexp@1.0.5

Repository: <https://github.com/sindresorhus/escape-string-regexp>

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esutils@2.0.3

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find-up@4.1.0

Repository: <https://github.com/sindresorhus/find-up>

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flat@4.1.0

Repository: <https://github.com/hughsk/flat>

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fs.realpath@1.0.0

Repository: <https://github.com/isaacs/fs.realpath>

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get-caller-file@2.0.5

Repository: <https://github.com/stefanpenner/get-caller-file>

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glob@7.1.6

Repository: <https://github.com/isaacs/node-glob>

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hammerjs@2.0.8

Repository: <https://github.com/hammerjs/hammer.js>

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has-flag@3.0.0

Repository: <https://github.com/sindresorhus/has-flag>

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highcharts@8.0.0

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Highcharts is a JavaScript charting library based on SVG, with fallbacks to VML and canvas for old browsers. This package also contains Highstock, the financial charting package, and Highmaps for geo maps.

This package is intended for supporting client-side JavaScript charting through bundlers like Parcel or Webpack and environments like Babel or TypeScript. If you intend to generate static charts on the server

side, use the [Highcharts node.js Export Server](https://www.npmjs.com/package/highcharts-export-server) instead.

- Official website: [www.highcharts.com](http://www.highcharts.com)
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- Support: [www.highcharts.com/support](http://www.highcharts.com/support)
- Issues: [Working repo](https://github.com/highcharts/highcharts/issues)

#### 1. Download and install Highcharts

Please note that there are several ways to use Highcharts. For general installation instructions, see [the docs](http://www.highcharts.com/docs/getting-started/installation).

#### 1. Install from npm

See [npm documentation](https://docs.npmjs.com/) on how to get started with npm.

...

```
npm install --save highcharts
```

...

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http-status-codes@1.4.0

Repository: https://github.com/prettymuchbryce/node-http-status

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ieee754@1.1.13

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import-fresh@3.2.1

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inflight@1.0.6

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inherits@2.0.4

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is-arrayish@0.2.1

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is-buffer@2.0.4

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isarray@1.0.0

Repository: <https://github.com/juliangruber/isarray>

Download: <https://www.npmjs.org/package/isarray>

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jquery@3.4.1

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js-cookie@2.2.1

Repository: <https://github.com/js-cookie/js-cookie>

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js-tokens@4.0.0

Repository: <https://github.com/lydell/js-tokens>

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json-parse-better-errors@1.0.2

Repository: <https://github.com/zkat/json-parse-better-errors>

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lines-and-columns@1.1.6

Repository: <https://github.com/eventualbuddha/lines-and-columns>

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locate-path@5.0.0

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lodash.kebabcase@4.1.1

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log-symbols@2.2.0

Repository: <https://github.com/sindresorhus/log-symbols>

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mimic-fn@1.2.0

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minimatch@3.0.4

Repository: <https://github.com/isaacs/minimatch>

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once@1.4.0

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onetime@2.0.1

Repository: <https://github.com/sindresorhus/onetime>

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ora@3.4.0

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p-limit@2.2.2

Repository: <https://github.com/sindresorhus/p-limit>

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p-locate@4.1.0

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parent-module@1.0.1

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parse-json@5.0.0

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parse5@5.1.1

Repository: <https://github.com/inikulin/parse5>

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path-exists@4.0.0

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path-is-absolute@1.0.1

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regenerator-runtime@0.13.3

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replace-in-file@4.3.1

Repository: <https://github.com/adamreisnz/replace-in-file>

Download: <https://www.npmjs.com/package/replace-in-file>

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require-directory@2.1.1

Repository: <https://github.com/troygoode/node-require-directory>

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require-main-filename@2.0.0

Repository: <https://github.com/yargs/require-main-filename>

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restore-cursor@2.0.0

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set-blocking@2.0.0

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signal-exit@3.0.2

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string-width@4.2.0

Repository: <https://github.com/sindresorhus/string-width>

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strip-ansi@5.2.0

Repository: <https://github.com/chalk/strip-ansi>

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wcwidth@1.0.1

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wcwidth.js: JavaScript Portng of Markus Kuhn's wcwidth() Implementation

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which-module@2.0.0

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wrappy@1.0.2

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y18n@4.0.0

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yaml@1.7.2

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yargs-parser@16.1.0

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# 4. OtoSense SMS Platform Terms of Use

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## 1. Your Agreement to These Terms of Use

Analog Devices, Inc., a Massachusetts corporation with its principal office in Wilmington, Massachusetts (“ADI”, “we” or “us”), is making its connected cloud hosted analytics software tool known as the “OtoSense SMS Platform” and services provided through it (collectively referred to as the “Services”) available to you under these Terms of Use (“Terms”) for use in connection with ADI’s OtoSense smart motor sensor hardware solution (“SMS”). These Terms also govern your use of any software running on the SMS unit or otherwise provided by ADI or an ADI-approved distributor to you for commissioning and connecting SMS units with the Services, providing data between SMS units and the Services or otherwise accessing and using the Services (collectively referred to as the “Software”).

BEFORE YOU SELECT THE “I ACCEPT” BUTTON AT THE BOTTOM OF THIS WINDOW, CAREFULLY READ THE TERMS AND CONDITIONS SET FORTH BELOW. BY SELECTING THE “I ACCEPT” BUTTON BELOW or by otherwise accessing or using the Services, you represent and warrant that you are authorized to represent the company or organization you are acting for and you conclude a legally binding contract based on these Terms with us on behalf of yourself and the company or other organization you are acting for (collectively referred to herein as “you”). If you do not agree to be bound by and comply with all of these Terms, you may not use the Software or Services. We offer the Software and Services only to corporate customers who purchase an SMS unit and subscription to the Services for that SMS unit from ADI or an ADI-approved distributor or prospects for trial evaluation of the Services for use with SMS units (referred to herein as the “Customer”). The Software and Services are not recommended for consumer use.

## 2. Your Use of the Services

### 2.1 User Account and Authorized Users.

Prior to use of the Services, Customer must accept these Terms and establish a unique access account on the Services for its SMS units and subscriptions (“User Account”). You represent and warrant that you are authorized by the Customer to access the Services on behalf of Customer and have received account credentials from the Customer or directly from ADI in your capacity as a representative of the Customer. You are responsible for all of your employees and users who you authorize to access the User Account or to whom you supply any account credentials (“Authorized Users”). You are responsible for controlling against unauthorized access to your User Account, maintaining the confidentiality of your account credentials, and all activities that occur under your User Account and your Authorized Users’ account credentials. You represent that all registration and other information provided to ADI is true, correct and complete in all respects and agree to promptly update your account information on the Services if there are any changes. ADI is not responsible for any harm caused by your Authorized Users. Unless otherwise expressly agreed in writing by ADI, no more than a single concurrent Authorized User may access the User Account at a time. You must notify ADI immediately of any unauthorized use. ADI reserves the right to limit, suspend, terminate or take other actions against your accounts and credentials in the event of any improper access or use of the Services.

## 2.2 Lawful Use Within Scope of Employment or Independent Contractor Relationship.

You may not use the Services unless you are in a jurisdiction where local laws allow you to use the Services and comply with these Terms and applicable law at all times. You agree only to use the Services on behalf of the Customer within the scope of your employment or independent contractor relationship with the Customer and agree not to use the Services for personal use. You acknowledge and agree that the Customer, and not ADI, is responsible for ensuring that your use is legal and for any notice and consent requirements that may apply to you in any employer-employee or independent contractor relationship.

## 2.3 SMS Unit and Subscription Required.

Use of the Services requires purchase of an SMS unit and subscription to the Services for that SMS unit from ADI or an ADI-approved distributor subject to these Terms. A separate subscription is required for each SMS unit. Unless otherwise expressly agreed by ADI or an ADI-approved distributor in a separate written agreement with the Customer, (a) SMS units are subject to ADI's applicable Standard Terms and Conditions of Sale; and (b) subscriptions are subject to the price, payment terms and subscription period agreed in writing by the Customer and ADI or applicable ADI-approved distributor for that subscription ("Order Terms"). These Terms govern your use of the Services and do not impose any obligations or liabilities on ADI or any ADI-approved distributors with respect to any Order Terms or any sale or supply of any SMS units or subscriptions. The subscription for a particular SMS unit will commence upon the date any Software or Services are first activated for the subscription or thirty days after the order date for the subscription if earlier ("Activation Date") and will continue for the period set forth in the Order Terms, not to exceed one year after the Activation Date ("Subscription Period").

## 2.4 Services.

Subject to your ongoing compliance with these Terms (and any additional limits or restrictions in the Order Terms and timely payment of all fees), you may use the Services over the Internet on a Software-as-a-Service basis during the applicable Subscription Period, in accordance with the documentation made available by ADI for the Services ("Documentation"), solely to analyze the analog sensor data provided to the Services by the applicable SMS unit. The SMS unit must be registered with the User Account. You may only use an SMS unit with the Services for equipment ("Target Equipment") that you have the right to monitor and for which you have the right to send the data to the Services from the SMS unit in accordance with these Terms. You may not use Services in connection with any SMS unit or any data from any SMS unit after the Subscription Period for that SMS unit has expired or been terminated. You may only access and use Services through ADI's documented user interface for the Services. Unless otherwise expressly agreed in writing by ADI, the Services are limited to Services that ADI makes generally available without additional charge to all subscribers for the SMS units during the Subscription Period. Other features and functionality may be subject to additional fees and terms. You agree that ADI may provide updates to the Software, including automatic and over-the-air updates to SMS units, and that use of Services may require you to install and use the most recent update of Software made available by ADI.

## 2.5 Usage Limits.

The User Account is limited to the storage capacity established for the account as specified by ADI and other usage limits as set forth in the Order Terms and Documentation. ADI may modify these limits, but shall not be obligated to increase storage capacity for any account and may make storage capacity subject to additional fees. If your use of Software or Services or other actions exceed the limits on your account, violate these Terms or otherwise interfere with or pose risk to the Services or ADI's systems, ADI shall be entitled to take all reasonable steps to protect the Services and ADI's systems, including without limitation suspension or termination of your account and deletion of any data stored in your account.

## 2.6 Restrictions.

You may only use the Services and any reports or recommendations generated by the Services ("Reports") for the Customer's internal business purposes as set forth in these Terms. You shall not (and shall not permit or assist anyone else to) directly or indirectly: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the object code, source code or underlying ideas or algorithms of the Software or Services; (ii) modify, translate, or create any derivative works based on any element of the Software or Services; (iii) rent, lease, distribute, sell, resell, assign, or otherwise transfer any rights to use, access or install any Software or Services; (iv) use any Software or Services for timesharing purposes or otherwise for the benefit of anyone other than the Customer; (v) remove or alter any proprietary notices or disclaimers from any Software, Services, Documentation or Reports; (vi) publish or disclose to third parties any Reports or any other output, interfaces or evaluation of the Software or Services without ADI's prior written consent, except that you may disclose the Reports regarding the Target Equipment to third parties solely for the purpose of supporting the Target Equipment subject to confidentiality obligations as set forth in these Terms; (vii) use the Software, Services or Reports for any purpose other than their intended purpose; (viii) interfere with or disrupt the integrity or performance of the Software or Services; or (ix) attempt to gain unauthorized access to the Software or Services.

## 2.7 Use as Part of Third Party Platform or Service.

If the Services are being provided to you as part of or through a platform or service provided or branded by a third party ("Third Party Platform"), then the Services that you may use under these Terms are limited only to those features of the Services provided by ADI that are made generally available to subscribers through the Third Party Platform during your applicable Subscription Period. You must comply with any terms and conditions applicable to the Third Party Platform in addition to these Terms. ADI shall not have any obligation or liability arising out of or relating to the Third Party Platform or any terms and conditions applicable to the Third Party Platform or any warranty, support or other obligation relating thereto.

## 2.8 Trial Use.

If a User Account is registered for trial or evaluation purposes or you are using any unpaid, trial or evaluation subscription (each, a "Trial"), then the Services may only be used for evaluation purposes. ADI may suspend or terminate a Trial at any time in ADI's sole discretion. TRIALS ARE PROVIDED "AS-IS" WITHOUT ANY OBLIGATION OR LIABILITY ON THE PART OF ADI.

### 3. Third Party Providers; Use of Other Products.

You are responsible for (i) obtaining, deploying and maintaining the SMS units, Target Equipment and all computer hardware, software and other communications equipment necessary for you to access and use the Services via the Internet (as applicable); (ii) contracting with third party ISP, telecommunications and other service providers to access and use the Services via the Internet (as applicable); and (iii) paying all fees and access charges incurred in connection with the foregoing. These Terms do not impose any obligation on ADI or any ADI-approved distributor to provide you with any hardware, software or other equipment. You acknowledge that ADI engages third party solutions and services in connection with the hosting and operating of the Services and ADI will have no warranty, support or other obligation with respect to such third party solutions and services.

### 4. Customer Data.

You are solely responsible for any and all data, content or information uploaded, submitted, stored, processed or analyzed by you or your Authorized Users in connection with the Services including but not limited to data uploaded from the SMS units or otherwise provided regarding the Target Equipment (collectively referred to as “Customer Data”). You agree not to upload or store any personally identifiable information, health information (as defined in defined at 45 C.F.R § 160.103) or other information that is subject to legal or regulatory requirements inconsistent with these Terms. You are responsible for backing up any Customer Data and ADI shall not have any responsibility or obligation relating thereto or for any loss thereof. You agree not to provide any Customer Data that is illegal, misleading, defamatory, indecent or obscene, in poor taste, threatening, infringing of any third party proprietary rights, invasive of personal privacy, illegal, or otherwise objectionable. You are responsible for obtaining any and all consents and other rights necessary to collect, submit, use and process Customer Data in connection with the Software and Services and to use, reproduce and display the Customer Data in Reports. By uploading submitting, storing or processing any Customer Data, you represent that you have all required rights and permissions to do so and to permit the use thereof as set forth in these Terms. ADI reserves the right to block, limit, remove or delete any Customer Data from the Software and Services at any time for any reason.

### 5. Data Protection.

The Documentation describes the administrative, physical, technical and other safeguards applied to Customer Data on the Services, and other aspects of system management applicable to the Services, used to protect against unauthorized disclosure of Customer Data to third parties, other than for the purposes permitted under these Terms.

### 6. Support.

For subscriptions purchased by Customer for which support from ADI is included under the Order Terms, ADI will use commercially reasonable efforts to resolve any Errors in the Services that Customer reports during the applicable Subscription Period, based on ADI’s assigned severity level and support procedures that ADI makes generally available to subscribers without additional charge as part of the Services. As used

above, an “Error” means an error in the Services that significantly degrades their performance as compared to the ADI’s published performance specifications contained in the Documentation. In order to receive the above support, Customer must designate a single technical support contact, report Errors in accordance with ADI’s applicable support procedures and provide information and assistance requested by ADI for resolving the Error. ADI is not responsible for any Errors due to issues outside the Services as provided by ADI, including without limitation any problems caused by your negligence, abuse or misapplication, use of the Services other than as specified in the ADI’s Documentation or other causes beyond the control of ADI or for which ADI is not responsible under these Terms. If ADI believes that a reported problem is not due to an Error in the Services for which ADI is responsible under these Terms, ADI may charge Customer at ADI’s standard consulting rates for any support provided in connection with the problem.

## 7. Fees; Payment.

Your use of the Services is subject to payment of all fees for the Services set forth in the Order Terms or, if not specified, at ADI’s then-current rates for the applicable Services. Except as otherwise expressly set forth in the applicable Order Terms, all fees are due and payable without deduction or setoff in United States dollars within 30 days after the invoice date and are non-cancellable and non-refundable and non-recoupable. You are responsible for all federal, state, local, sales, use, value added, excise, or other taxes, fees, or duties arising out of these Terms or any payments or transactions contemplated by these Terms (other than taxes based on ADI’s net income).

## 8. Proprietary Rights and Licenses

### 8.1 License to Software and Documentation.

Software and Documentation is licensed and not sold. If you download ADI’s mobile application for commissioning SMS units that is made generally available by ADI for download onto a mobile device (“Mobile Application”), your use of the Mobile Application is subject to the End User License Agreement that accompanies the Mobile Application. Your use of the Services through the Mobile Application remains subject to these Terms. Any other Software provided to you may only be used on the SMS unit for which it is provided and solely for purposes of accessing and using the Services in accordance with these Terms during the applicable Subscription Period. Any such Software is licensed on a non-exclusive basis in executable code format only. You may use Documentation solely for purposes of accessing and using the Services in accordance with these Terms during the applicable Subscription Period. Except as expressly set forth in these Terms, no other license or rights are granted to you, and all such rights are expressly reserved to ADI.

### 8.2 Trademarks.

No trademark or service mark license is granted to you with regard to materials contained in the Software, Services and Documentation. Your access to the Software, Services and Documentation does not authorize you to use any name, logo or mark in any manner.



### 8.3 OtoSense Platform and Technology.

As between you and ADI, you agree that ADI shall exclusively own and retain all right, title and interest in and to the Software, Services, Documentation and results thereof and any machine learning, adaptations, updates, enhancements or improvements thereto (including, but not limited to, underlying software, algorithms, processes, models, tools, interfaces, works of authorship, inventions, developments and intellectual property rights with respect to the foregoing) (collectively referred to as the “OtoSense Platform and Technology”), and that ADI is not restricted or limited from using or exploiting the OtoSense Platform and Technology in any way. To the extent you have or obtain any rights in or to any OtoSense Platform and Technology, you hereby grant to ADI a perpetual, irrevocable, royalty-free, fully-paid, transferable, sublicensable (through one or more tiers), worldwide license to fully use and exploit the OtoSense Platform and Technology, without any restriction or limitation.

### 8.4 License to Customer Data.

To the extent ADI receives Customer Data, you grant to ADI a perpetual, irrevocable, royalty-free, fully-paid, transferable, sublicensable (through one or more tiers), worldwide right and license to access, use and otherwise exploit the Customer Data (a) in order to provide, analyze and improve the OtoSense Platform and Technology; (b) to compile, use and otherwise exploit aggregate or de-identified data, statistics, measurements or other metrics derived from Customer Data (including in combination with the aggregate or de-identified data of other ADI customers) for its own purposes; and/or © to provide maintenance services for Target Equipment or other services that ADI or an ADI-approved distributor may offer or make available to you.

### 8.5 Usage Data.

Notwithstanding anything to the contrary, ADI may monitor your use of the Software and Services and use data and information related to Customer Data and your use of the Software and Services in an aggregate or de-identified manner. You agree that ADI may make such data and information publicly available, and use such information to the extent and in the manner required by applicable law or regulation and/or for purposes of data gathering, analysis, service enhancement and marketing, provided that such data and information does not personally identify you. ADI retains all intellectual property and proprietary rights in and to such data and information.

### 8.6 Feedback.

You are not obligated to provide ADI with any error reports, evaluation, suggestions, enhancements, recommendations, or other feedback (collectively referred to as “Feedback”). If you or any of your Authorized Users make or provide any Feedback relating to the Software, Services, Documentation or any other ADI products or services, then you hereby grant to ADI a royalty-free, worldwide, transferable, sublicensable, perpetual, irrevocable, right and license to use, copy, modify, distribute and otherwise exploit without restriction any such Feedback and any products, software or services based on such Feedback.

## 8.7 Third Party Software.

Software or Services may be accompanied by or include software made available by one or more third parties (collectively referred to as “Third Party Software”). Third Party Software may include commercial software licensed by third parties, “open source” software meeting the Open Source Definition as promulgated by the Open Source Initiative, or other software programs released by third parties. Each portion of Third Party Software is subject to its own separate software license terms and conditions (“Third Party Licenses”). The Third Party Licenses for Third Party Software made available as part of the Software or Services may be set forth or identified (by URL or otherwise) in (i) the applicable software header or footer text, (ii) a text file located in the directory of the applicable Third Party Software component, (iii) documentation, (iv) in connection with any update of the Software, (v) the following url: [legal.otosensesms.com](http://legal.otosensesms.com), and/or (iv) such other location customarily used for licensing terms. The use of each portion of Third Party Software is subject to the Third Party Licenses. Third Party Software is provided on an “as is” basis without any representation, warranty or liability of any kind. In the event that a Third Party License requires that certain Third Party Software be provided to you in source code, and you may contact [software.licensing@analog.com](mailto:software.licensing@analog.com) regarding receiving a copy of such source code.

## 8.8 Federal Government End User Provisions.

ADI provides the Services, including related Software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in these Terms. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these Terms, it must negotiate with ADI to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

## 9. Confidentiality.

Except as expressly permitted under these Terms, you agree not to disclose or permit any third party to access (i) any ADI software, technology, programming, specifications, materials, data, reports or other information regarding the Software, Services or Documentation, or (ii) any other information designated in writing by ADI as “Confidential” or an equivalent designation (collectively referred to as “Confidential Information”). Nothing in these Terms will be construed as preventing disclosure of information that is legally compelled to be disclosed by any governmental investigative or judicial agency pursuant to proceedings over which such agency has jurisdiction, provided that you promptly notify ADI of any such requirement to disclose Confidential Information to the extent legally permitted and cooperate with ADI in obtaining protective order or other available protection against such disclosure.

## 10. Disclaimers and Exclusions of Warranties

The Software, Services and Reports are not designed, intended or approved for use in connection with life support, implantable medical devices, transportation, nuclear, weapons, safety or other equipment where malfunction of the applicable Target Equipment can reasonably be expected to result in personal injury, death, property damage or environmental harm. You represent and warrant that you will use appropriate safeguards to protect against potentially dangerous consequences associated with Target Equipment failure. If you use the Software, Services or Reports for any such critical applications, you do so at your own risk and agree to defend, indemnify and hold harmless ADI from any and all damages, claims, suits or expenses resulting from any such use.

THE SOFTWARE, SERVICES AND REPORTS ARE PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS, AND YOUR USE OF THE SOFTWARE, SERVICES AND REPORTS IS AT YOUR OWN RISK. ADI DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, LOSS OF DATA, ACCURACY OF RESULTS, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

ADI DOES NOT WARRANT THAT THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, THAT ANY DATA PROVIDED BY OUR THROUGH THE SERVICES WILL BE ACCURATE, OR THAT SECURITY MEASURES WILL BE SUFFICIENT TO PREVENT THIRD PARTY ACCESS TO CUSTOMER DATA OR DEVICES. FROM TIME TO TIME, YOU MAY EXPERIENCE DOWNTIME AND ERRORS IN THE OPERATION, FUNCTIONALITY OR PERFORMANCE OF THE SOFTWARE OR SERVICES. ACCORDINGLY, YOU ARE RESPONSIBLE FOR PUTTING IN PLACE REASONABLE INTERNAL PROCEDURES AND PROCESSES TO PROTECT AGAINST ANY ADVERSE IMPACT OF ANY SUCH DOWNTIME OR ERROR.

## 11. Indemnity.

You agree to indemnify and hold harmless, and at ADI’s request defend, ADI, our officers, directors, employees, agents, licensors and suppliers, any of our affiliated companies or organizations, and any successors or assigns (collectively referred to as “ADI Related Parties”), from and against any claims, actions or demands, damages, losses, liabilities, judgments, settlements, costs or expenses (including attorneys’ fees and costs) arising from or relating to: (i) use of the Software, Services and Reports by you or any of your Authorized Users, (ii) any Customer Data provided by you or any of your Authorized Users, (iii) any Target Equipment provided, monitored or used by you or any of your Authorized Users, or (iv) any breach or violation of these Terms by you or any of your Authorized Users.

## 12. Limitations of Liability

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL OR EQUITABLE THEORY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, SHALL ADI OR ANY ADI RELATED PARTIES BE

LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY PERSONAL INJURY, INCLUDING DEATH, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR ANY USE OF OR INABILITY TO USE ANY SOFTWARE, SERVICES, DATA OR REPORTS OR ANY RESULTS THEREOF, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER OR DEVICE FAILURE OR MALFUNCTION, EVEN IF A REPRESENTATIVE OF OURS HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

THE CUMULATIVE, AGGREGATE LIABILITY OF ADI AND THE ADI RELATED PARTIES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR ANY USE OF OR INABILITY TO USE ANY SOFTWARE, SERVICES, DATA OR REPORTS OR ANY RESULTS THEREOF SHALL BE LIMITED TO AND NOT EXCEED: (A) THE AMOUNT PAID BY YOU TO ADI FOR THE SUBSCRIPTION TO THE SERVICES THAT GAVE RISE TO THE LIABILITY DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE; OR (B) ONE HUNDRED DOLLARS (\$100) IF LIABILITY DID NOT ARISE OUT OF A SUBSCRIPTION FOR WHICH YOU PAID ADI. YOU RELEASE ADI AND THE ADI RELATED PARTIES FROM ALL OBLIGATIONS, LIABILITY, CLAIMS, AND DEMANDS RELATING TO THESE TERMS OR ANY SOFTWARE, SERVICES, DATA OR REPORTS OR ANY RESULTS THEREOF IN EXCESS OF THE LIMITATIONS PROVIDED FOR IN THIS SECTION.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent that we may not, as a matter of applicable law, disclaim any implied warranty or limit liabilities, the scope and duration of such warranty and the extent of our liability will be the minimum permitted under such applicable law. Subject to the foregoing Limitations of Liability, any claims arising in connection with your use of the Software or Services must be brought within one (1) year of the date of the occurrence of the event giving rise to such claim.

## 13. Term and Termination.

These Terms shall be effective until terminated. You may terminate these Terms at any time by written notice to us, provided that you discontinue any further access to or use of the Software, Services and Documentation. We may terminate these Terms, discontinue the Software and Services and/or terminate or suspend your account, subscriptions and access to any or all of the Software and Services, at any time and for any reason, (i) if you do not have any paid subscriptions that remain active or your subscriptions have expired or been terminated, or (ii) if you or any of your Authorized Users breach these Terms or the Order Terms. In the event of your breach of these Terms or the Order Terms, these actions are in addition to and not in lieu or limitation of any other right or remedy that may be available to us. Upon expiration or termination of these Terms or any subscription, (i) your license and access rights to the applicable Software and Services shall cease; and (ii) all fees and other amounts owed by you with respect thereto shall become immediately due and payable. Upon any termination by either you or us, you must cease all use and promptly destroy all materials downloaded or otherwise obtained from the Services, all Software, Documentation and Confidential Information, and all copies thereof. Upon any such termination, we may delete Customer Data and other information related to your account. The following provisions survive the

expiration or termination of these Terms for any reason whatsoever indefinitely: Restrictions, Proprietary Rights and Licenses, Confidentiality, Disclaimers and Exclusions of Warranties, Indemnity, Limitations of Liability, and General Provisions.

## **14. General Provisions**

### **14.1 Force Majeure.**

Nonperformance by either party to these terms shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental action, failure of suppliers, earthquake, pandemic or any other reason where failure to perform is beyond the reasonable control of the non-performing party.

### **14.2 No Robots and Spiders.**

You agree to not use any automated means, including, without limitation, agents, robots, scripts, or spiders, to access, monitor or copy any part of the Services.

### **14.3 Relationship of the Parties.**

The parties are independent contractors. There is no relationship of agency, partnership, joint venture, employment, or franchise between the parties. Neither party has the authority to bind the other or to incur any obligation on its behalf.

### **14.4 Choice of Law and Jurisdiction.**

These Terms (including validity and interpretation) will be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without reference to any conflict of law principles. The exclusive place of jurisdiction for all disputes or other case or matter arising out of the contractual relationship between the parties shall be the Commonwealth of Massachusetts, USA; provided that ADI may seek equitable (including injunctive) relief and enforce judgements in any venue of its choosing. The parties hereto specifically exclude the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act from this Agreement.

### **14.5 Complete Agreement.**

These Terms constitute the entire agreement between you and us relating to your access to and use of the Software and Services. Anything contained in or delivered through the Services that is inconsistent with or conflicts with these Terms is superseded by these Terms. These Terms may not be modified, in whole or in part, except as described elsewhere in these Terms.

### **14.6 Compliance.**

You must comply with all applicable laws and regulations relating to your use of the Software and Services. Without limiting the generality of the foregoing, you must comply with all export control and trade laws and

refrain from exporting or re-exporting the Software or Services or any information related thereto in violation of applicable law.

## 14.7 Severability.

If any of the provisions of these Terms 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 these Terms shall otherwise remain in full force and effect.

## 14.8 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.

## 14.9 Changes to Terms of Use.

ADI reserves the right to make changes to the terms of use for the OtoSense SMS Platform, Software and Services at any time. Your continued access to, viewing, contribution to or other use of the Services will constitute your acceptance of any new terms and conditions.

## 14.10 Contact Information.

All notices relating to these Terms shall be posted on the OtoSense SMS Platform website. You may view our Privacy Statement [here](#). All notices to us relating to these Terms shall be in writing and sent to the following:

One Analog Way  
Wilmington, MA 01887  
U.S.A.

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