# Terms of use for the Secomea Hosted GateManager Servers

Version 2.0, November 2013

**NOTE:** These terms supplement the general Terms for Secomea Solution found <u>here</u>

## 1.      About the Secomea Hosting Centre

1.1      The Secomea GateManager servers are hosted in Denmark at a trusted and professional hosting provider certified under BFIH (trade association for the IT hosting companies) based on the ISAE 3402 quality mark. This mark warrants that the hosting centre and its processes is controlled by an independent third party to ensure that it complies with the quality, security and safety requirements set by the association.

1.2      The hosting centre is architected and maintained to ensure an uptime of +99,6%.

1.3      The hosting centre is based on fully virtualized servers based on ESXi and SAN backbone controlled by V-Motion.

1.4      Apart from UPS on the servers, the centre has generator power backup with automatic start-up within 30 seconds.

1.5      The site is based on INERGEN cooling and fire extinguishing infrastructure, and is protected by "Building in building" site fencing with alarms and immediate guard notification, and access by card and iris scan.

1.6      The hosting centre is connected to a fibre ring directly connected to the DIX (Danish Internet eXchange point)

1.7      The hosting centre has a 100% Green Profile, according to RECS International (Renewable Energy Certificate System) where all Wh used by the hosting centre origin from either Danish wind turbines or Norwegian hydroelectric power stations.

1.8      The server IP addresses used for the GateManager servers are part of a PI pool (Provider Independent) fully controlled by Secomea as a registered RIPE member. This ensures that Secomea do not have to change IP addresses again, should we have reason to change hosting provider.

1.9      Secomea may choose to change hosting provider in order to optimize the balance between cost, quality, security and safety. Secomea will provide proper notice prior to such relocation, and will take measures to perform the migration without requiring our customers to perform any reconfiguration of equipment.

## 2.      Security Setup and backup

2.1      The Secomea GateManager servers have according to industry standards been properly secured against unauthorized access.

2.2     Secomea's hosting setup includes logging functions, which ensure that we are able to see which individuals have accessed the Secomea GateManager servers and which general actions the user has taken.

2.3     We have set up routines to ensure speedy access to the GateManager Servers in case of a crash.

**2.4**     The GateManager severs are backed up every 24 hours. The backup is only for use in case of a restore of our systems and cannot be relied upon in case of a loss of data for which the customer is responsible.

## 3.     Bandwidth

3.1     The use of bandwidth to and from the GateManager Servers is not restricted, but Secomea reserves the right without notice for a shorter period of time to restrict the bandwidth for a particular customer or in general to secure uninterrupted operation.

3.2     If a particular customer has an unusual high consumption of bandwidth Secomea may, with a written notice of 2 working days, permanently restrict the customer's bandwidth.

## 4.     Unauthorised use of the GateManager Servers

4.1     Customer may use the GateManager Servers for servicing and monitoring industrial equipment. Unauthorized use of the GateManager servers includes any use that may compromise security,  stability, Internet etiquette or legal regulations, and includes but is not limited to the following kind of use:

   4.1.1     The SiteManager mail relaying feature is intended only for sending status mails generated from industrial equipment, or for sending emails in relation to servicing the industrial equipment. Using the mail relaying feature for mass mail distribution or any other purpose that is not directly related to servicing and monitoring industrial equipment is strictly prohibited.

   4.1.2     The SiteManager web proxy feature is intended only for industrial equipment to communicate status information with e.g. a central server, or for browsing and file download in relation to servicing the industrial equipment at the site. Using the web proxy feature with the intention to conceal your identity on the Internet, and any form of browsing or file download that is not directly related to servicing industrial equipment is strictly prohibited.

   4.1.3     Video streaming is only allowed for temporary servicing of industrial equipment. Video streaming in relation to surveillance or any other form of permanent video streaming is prohibited.

4.2     Secomea reserves the right to monitor the use of the GateManager Servers including the content on specific web sites to interrupt and prevent any unauthorised use.

4.3     Secomea shall have the right, without being liable towards the customer, to shut down the access to the GateManager Serves without prior warring if a customer makes unauthorised use of the GateManager Servers.

4.4     If Secomea shuts down the access due to unauthorised use Secomea shall immediately after the shut down inform the customer in writing of the shut down and the reason therefore.

4.5     Once the customer has ensured Secomea that unauthorised use will not happen again the customer's access may be reopened against payment of a handling fee.

**4.6**     The customer shall indemnify and hold Secomea harmless against any and all costs and losses incurred as a consequence of the customer's unauthorised use of the GateManager Servers.


**5.**     **Security and Privacy Policy**

5.1     Customer domains on the Secomea hosting servers are isolated from each other, and only trusted Secomea employees have access to the domains.

5.2     Secomea employees will not access SiteManagers or equipment connected via SiteManagers unless accept has been granted by a representative of the owner of the domain.

5.3     Secomea may, based on proper documentation of ownership of a SiteManager and based on specific instructions of the owner, release the binding of the SiteManager from the current server domain, so that the owner of the SiteManager can configure it to attach to another domain. (GateManager release 5.4 includes a feature that inspects a "=" as prefix to the domain token specified in the SiteManager configuration, and which will force moving the SiteManager to the specified domain. Note that Secomea will not assist in applying such configuration changes)).

**5.4**     Secomea will not assist in making account access (aka joined domains) between different customer domains.


**6.**     **Uptime and Support**

6.1     Secomea will take measures to ensure a high availability of the servers. However, it is not possible to guarantee an uninterrupted availability and Secomea cannot provide a legally binding guarantee that the hosted servers offered by Secomea will remain unchanged in an infinite future.

6.2     Secomea will announce scheduled maintenance on the support section at the Secomea website. Additionally a message with the maintenance announcement will be displayed to LinkManager users when they login prior to the scheduled maintenance. Secomea will strive to announce maintenance with minimum one week notice, and perform the maintenance outside normal Secomea opening hours. There may, however, be situations that require maintenance action with shorter notice. Secomea will also take precautions to not interrupt LinkManager sessions with active data transfers that could represent critical project or firmware uploads.

6.3     Secomea does not have a hotline that can be reached outside normal Secomea opening hours (CET). Although the hosting centre is monitored 24/7, Secomea does not provide 24/7 support for the hosted GateManager servers (refer to our standard opening hours published on the Secomea website). The servers will, however, be monitored outside normal opening hours including weekends, and Secomea will do best effort to resolve any issues instantly. Secomea will also monitor E-mails with regard to issues with server availability on our support E-mail "support@secomea.com".

**6.4**     **NOTE: If you have demands for support, uptime, availability, control or security beyond what is described above, we recommend obtaining your own GateManager and thereby become in full control of hosting services, support and public IP addresses. Learn more [here](#).**

**7.     General Disclaimer**

7.1     Considerable effort has been made to ensure that the above information is free of inaccuracies and omissions. Secomea A/S reserves the right to make changes to the information without notice for the purpose of improving clarification and accuracy.

7.2     The following paragraphs do not apply to any country or state where such provisions are inconsistent with local law:

7.3     Secomea A/S provides the GateManager Terms of Use "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose.

7.4     Secomea A/S shall not be liable for any direct, indirect, incidental, consequential, or other damage alleged in connection with the furnishing or use of this information.