

Terms of Use for Secomea Remote Access Solution

(Hereinafter the "Terms")

Version 3.0, June 2018

(Important addition to this version: new section 9. GDPR Privacy Notice)

1. About Secomea and these Terms.

1.1 These Terms regulate the use of the Secomea's Remote Access Solution (hereinafter "Secomea Solution").

1.2 The Secomea Solution is produced and marketed by Secomea A/S, a Danish Private Limited Company registered under the Central Business Registration (in Danish: "CVR") No. 31 36 60 38 (hereinafter "Secomea").

1.3 The User/You (in singularise or plural) mentioned in these Terms shall mean the legal entity using the Secomea Solution and/or the legal entity having accepted these terms.

1.4 These Terms shall be considered accepted by the User either by (i) signing these terms as part of a written agreement, (ii) accepting an offer whereto these terms have been attached or (iii) by agreeing to these terms when downloading and installing the LinkManager Software or by installing and using the SiteManager and/or the GateManager. (Either of (i), (ii) and (iii) shall hereinafter be referred to as the "Agreement").

1.5 These terms supplement and do not replace the General Terms and Conditions of Sale entered when purchasing a Secomea product. You are at all times obliged to ensure that Your use of the Secomea Solution corresponds to these Terms and Your recurring payments. The Secomea Solution

2. The Secomea Solution

2.1 The Secomea Solution ensures easy and safe remote access to the User's industrial equipment such as PLC, Servers, HMI/Panels, Cameras etc., that is connected to the Secomea Solution (hereinafter "Industrial Equipment").

2.2 The Secomea Solution consists of the following: Secomea SiteManager, LinkManager (Windows client software) and LinkManager Mobile web access

and GateManager (hosted by Secomea, a Secomea distributor or installed with the User).

- 2.3 The Secomea Solution works together with the User's Industrial Equipment via an interface decided by the customer, such as Ethernet, serial or USB or other interfaces supported by Secomea.
- 2.4 The Secomea Solution requires that the SiteManager component that interfaces to the Industrial Equipment is allowed to access the central GateManager via the local network, or via a wireless broadband connection.
- 2.5 The current Secomea Solution and its variations are in detail described on www.secomea.com.
- 2.6 In case of a discrepancy between product information in hard copy and the description on www.secomea.com the latter shall prevail.
- 2.7 The Secomea Solution is only to be used with Industrial Equipment prepared for safe remote access.
- 2.8 The Secomea Solution has a high level of built-in security but the built-in security cannot and should not substitute or prevent the User from taking proper security measures in order to keep the Industry Equipment safe and protected against unauthorised access.
- 2.9 The User accepts that functionality and/or the user interfaces of the Secomea Solution may be amended in connection with system updates.
 - 2.9.1 In case of major amendments, Secomea will give notice of such amendments in due time before such amendments are implemented in order for the User to be able to take proper measures.
- 2.10 The User acquires a non-exclusive right of use for the Secomea Solution.
- 2.11 The User shall be solely liable for all setup and configuration of the Secomea Solution.
- 2.12 It is the User's sole responsibility that the User's Industry Equipment is adequate enabled for remote access and at all times is well maintained.

3. Installation and configuration

- 3.1 Any installation of the Secomea Solution is contingent upon the User providing the following at User's own cost and effort:
 - 3.1.1 Adequate Internet access.
 - 3.1.2 Adequate user rights on personal computer.
 - 3.1.3 Adequate personal computer and mobile devices with internet access.
 - 3.1.4 Adequate knowledge of electrical wiring of Industrial Equipment.
 - 3.1.5 Adequate authority to apply the Secomea Solution to the Industrial installation.
- 3.2 The User shall prior to installing the Secomea Solution ensure that the Industry Equipment in question is remote access enabled and is capable of communicating with the Secomea Solution.
- 3.3 The Secomea Solution is installed and configured by the User.
- 3.4 All data are transmitted in standard formats supported by the Secomea Solution.
- 3.5 Secomea is not liable for data transmission to and from the Industrial Equipment, as Secomea has no control over the internet or the User's internal IT installations. Nor is Secomea liable for the correctness of data received.
- 3.6 The User has been made aware that data between the Industry Equipment and the SiteManager may be transferred in a non-encrypted format.
- 3.7 The User has been made aware that data to and from the LinkManager Mobile may be transferred in a non-encrypted format.
- 3.8 The User has been made aware that all data between SiteManager and GateManager and GateManager and LinkManager is encrypted.

4. Consultancy assistance and support

- 4.1 The Secomea Solution is provided as is. The User has to decide whether the chosen Secomea Solution is fit for User's purpose.
- 4.2 Consultancy assistance and training from Secomea in connection with purchase, installation and start-up must be acquired separately and is NOT comprised by these terms.
- 4.3 Unless otherwise agreed, the User has free e-mail/web support all working days. Note that terms of support may vary between Secomea global distributors.
- 4.4 For customers purchasing directly from Secomea the following apply:
 - 4.4.1 Secomea Denmark provides support between 09:00 a.m. and 4:30 p.m. CET and are closed on national holidays. Secomea global affiliates may have different opening hours, which will be listed at the website support section.
 - 4.4.2 Secomea will reply to inquiries on a "first come, first served" basis. The response time usually never exceeds twenty-four (24) hours during Danish working days. After more than twenty-four (24 hours) of unanswered inquiries (weekends and public holidays excluded), the User will receive information about the expected response time.
- 4.5 Support will be provided by English speaking support employees.

5. Software

- 5.1 The LinkManager is comprised of a computer software operated via a web access client account on a GateManager server. The LinkManager software is designed to be installed on personal Windows computers.
- 5.2 The LinkManager software only functions properly as part of the Secomea Solution.
- 5.3 The LinkManager software is downloaded from Secomea.com in the version present at the time of download.
- 5.4 The User is entitled to install the downloaded LinkManager software on an unlimited number of User's personal computers.

- 5.5 The LinkManager, LinkManager Mobile and the GateManager Administrator portal are web access clients and they are designed to be used from computer platforms with a browser supporting TLS 1.2 encryption and JavaScript.
- 5.6 Due to LinkManager, LinkManager Mobile and the GateManager Administrator portal web access clients being integrated parts of GateManager, updates to these clients may occur in conjunction to updates of the GateManager server. Additionally, updates of the GateManager server may require update of the LinkManager computer software and vice versa.
- 5.7 The LinkManager, LinkManager Mobile and GateManager Administrator Portal clients are maintained by Secomea on an on-going basis.
- 5.8 Access to updates may be contingent upon paying the annual maintenance fees depending on the type of agreement the User have with Secomea/its distributors.
- 5.9 It is the sole responsibility of the User to maintain the LinkManager software.
- 5.10 Any support provided by Secomea for the LinkManager software is contingent upon the LinkManager software being fully updated.
- 5.11 If using an own GateManager server, any support provided by Secomea for the LinkManager, LinkManager Mobile and GateManager Administrator Portal is contingent upon the GateManager software being fully updated.
- 5.12 The use of the LinkManager and LinkManager Mobile is restricted as follows:
 - 5.12.1 This License does not convey to You with an interest or ownership in or to the LinkManager or LinkManager Mobile, or its documentation but only a limited right of use always subject to the terms of these Terms of use.
- 5.13 You are made aware that any attempt to access your Industrial Equipment via the LinkManager or LinkManager Mobile requires that you have purchased the necessary license and that these licenses are duly registered with Secomea. Secomea recommends that all software and access to software hosted by Secomea is thoroughly tested prior to any production use.
- 5.14 You are entitled only to allow access to the LinkManager software for individuals who are working for the entity who has accepted these terms.

Accesses to Your Industrial Equipment by individuals who are not covered by these terms are your sole responsibility.

- 5.15 You are permitted to backup the LinkManager software in accordance with good industry practice, however, a new copy of the LinkManager software may at all times be downloaded from Secomea's web site (excluding any of Your data). Backup copies on transportable data media must be marked as such and bear copyright notices as to the ownership of the software by Secomea. Back up copies must be kept in a secure place and destroyed IMMEDIATELY if the right to use ceases and You must, if required by Secomea, sign an affidavit to this effect.
- 5.16 Your use rights hereunder only pertain to the version (1.x, 2.0 etc.) of the software that was purchased by You and is stated on the sales invoice to You.
- 5.17 You accept that the software may be disabled AUTOMATICALLY OR by Secomea if You breach the terms of these Terms of use and/or in case of non-payment of any fees due AND/OR IN CASE ON NON-VALIDATION OF THE SOFTWARE. You may not give away, rent, lease or sell the LinkManager software alone or together with your access to the LinkManager Mobile or assign or otherwise transfer your rights under these terms of use unless agreed in writing with Secomea. Except as to the extent set forth by mandatory legislation in Your jurisdiction, You may not amend, modify, make additions, deletions or changes to the LinkManager software nor may You reverse engineer, decompile, disassemble or in any other manner attempt to derive source code from the LinkManager software. If you under mandatory legislation is allowed to decompile the LinkManager software you agree prior to decompiling the LinkManager software, that you will give written notice requiring Secomea within a reasonable, limited period of time which cannot be less than ninety (90) calendar days to provide the information and documentation necessary to produce interoperability. You are entitled to decompile the LinkManager software only after Secomea has failed to comply with such notice within the reasonable, limited time period.
- 5.18 You agree to maintain all copyright notices on any full and partial copies of the LinkManager software and its documentation. You must not use or allow any third party to use the LinkManager software in any manner that may infringe any intellectual property rights, including without limitation patents, copyrights and trade mark rights or any proprietary or trade secret interests.

6. Embedded software / firmware

6.1 The terms of use applying to the LinkManager software shall also apply to the SiteManager Embedded software and embedded firmware in the hardware based SiteManager and GateManager.

7. Rights

7.1 All rights, including full copyright for SiteManager, GateManager and LinkManager software and any embedded firmware and all subsequent versions of the aforementioned, shall exclusively belong to Secomea, regardless of whether the User has contributed with ideas/input/tests etc. for the development of new functionality, design, interface, etc.

8. GateManager - accessibility and maintenance

8.1 Regardless of how You are using the GateManager the GateManager is delivered "as is" and only with the below warranty in section 11 for defects and non-performance.

8.2 In case You are using and operating your own purchased GateManager the following shall apply:

8.2.1 You are sole responsible for opening the necessary ingoing and outgoing ports in your firewalls in order for the GateManager to function as specified.

8.2.2 You are sole responsible for operating a mail server through which the GateManager can send e-mails in order for the GateManager to function as specified.

8.2.3 You are sole responsible for operating the GateManager including maintenance, backup and any claims from your own customers due to Your use of the GateManager.

8.3 In case You are using a hosted GateManager server additional Terms of Use may apply.

9. GDPR Privacy Notice

9.1 This section does not constitute a formal Data Processing Agreement. Such rights and obligations are crafted in a separate agreement entered between your company and the provider of the GateManager service, in compliance

with Article 28, sub-section 3 of Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).

The following represents relevant personal data privacy information specific to your account on this GateManager:

- 9.2 If you do not know, or are in doubt why and/or who created your account, you should contact the signer of the email containing your login information.
- 9.3 The only personal data stored about you on the GateManager is you name, email and optionally mobile phone number.
- 9.4 If your user account is created in a hosted Customer Domain on a GateManager controlled by a GateManager service provider, observe the following:
 - 9.4.1 This service provider acts as Data Processor for the personal data of your user account, and any other user accounts you may create using your account.
 - 9.4.2 If the service provider is Secomea or a Secomea affiliate, your account information is solely used for communicating relevant to the use of the Secomea products and services, including reminder letters and service messages related to maintenance, security and updates of the products and services. Note that Secomea may communicate other information to you, such as news or other services provided by Secomea, but such communication will be agreed with you explicitly and will not occur based on your accept of these terms.
 - 9.4.3 If the service provider is a Secomea distributor, this distributor is instructed by Secomea to limit the use of your personal data to the purposes described in 9.4.2
 - 9.4.4 The Customer Domain name can be found as "Domain Token" in the email containing your login information. This Domain Token reflects the company that has ordered the Customer Domain from the GateManager service provider. This company may be your company, or a company for which you perform services.

- 9.4.5 Backup of your account information is only used for restoring the server in relation to maintenance of the hosted GateManager service.
- 9.5 If your user account is created on a GateManager server installed and activated as a private GateManager:
 - 9.5.1 The company owning and administrating the GateManager server is responsible for maintaining the proper GDPR measures for user accounts created on the GateManager. This company maybe your company, or a company for which you perform services.
- 9.6 If your user account allows you to create user accounts for other persons within or outside your company, you or your company is responsible for maintaining the proper GDPR measures towards these persons.
- 9.7 You accept that if you are using a hosted GateManager Server Secomea may validate and monitor Your use of the Solution to the extent necessary for ensuring compliance with Your rights granted under these Terms.

10. Security Setup and backup

- 10.1 Secomea' Solution has been properly secured against unauthorized access.
- 10.2 Secomea Solution includes logging functions, which ensure that You are able to see which individuals have accessed the Secomea Solution and which general actions the user has taken.
- 10.3 Secomea does not make any backups of any kind of the Secomea Solution except for the hosted GateManagers. Any backup of your own Secomea Solution is therefore Your sole decision and responsibility.

11. Secomea's warranty

- 11.1 Secomea's warranty scope is described in the General Terms and Conditions for Sale available on the Secomea web site at the time of your purchase.

12. Liability and waiver

- 12.1 User shall be solely liable for any use of Secomea Solution, including access to Secomea LinkManager, SiteManager and GateManager.

- 12.2 Secomea shall not be liable for any inability to access Secomea Solution caused by:
 - 12.2.1 Problems with the User's Internet access/ability to connect to the Secomea Solution or internal IT-systems regardless of the reason;
 - 12.2.2 Problems with the User's Industrial Equipment, regardless of the reason;
 - 12.2.3 General telecommunication problems, i.e. cable breakdown, heavy traffic etc.;
 - 12.2.4 Unknown errors in hardware operating equipment supplied by Secomea;
 - 12.2.5 Updates and other required maintenance of Secomea Solution;
 - 12.2.6 Extraordinary circumstances which are beyond the control of Secomea or its Partners and/or sub-suppliers, and which could not or should not reasonably have been foreseen and should not have been avoided or overcome when entering into this agreement.

13. Duty of confidentiality

- 13.1 Secomea and its employees, sub-suppliers and advisors must observe strict liability as regards any information about the User's business affairs and other confidential information coming into their possession in connection with the set-up, operation and performance of this agreement.

14. Termination and cancellation

- 14.1 The agreement on User's access to a GateManager hosted by Secomea may be terminated by either User or Secomea with a three (3) months written notice to the other party.
- 14.2 Any Agreement on extended Support and Maintenance may be terminated by either User or Secomea with a six (6) months notice to the other party.
- 14.3 If User does not pay any fee due or other amounts due to Secomea, Secomea is entitled to close down the User's access to a GateManager hosted by Secomea. Only in the event that the User has not paid the amount due at the latest 10 (ten) days after receipt of a reminder letter Secomea is entitled to effectuate closedown.

14.4 The access to a GateManager hosted by Secomea cannot be restored until User has paid all amounts due, including all costs.

15. Assignment of the Agreement

15.1 Secomea is free to assign rights and/or liabilities under the Agreement to a third party without prior written consent from the User. Furthermore, Secomea may use sub-suppliers to fulfil all of or parts of this agreement.

15.2 The User may assign the right of use to a third party in connection with a possible merger.

16. Governing law and disputes

16.1 The agreement between the parties shall be governed by Danish law and if not otherwise provided for, the ordinary rules of Danish law shall apply in the mutual relations between the parties.

16.2 Any disagreements between the parties concerning the fulfilment, the interpretation or the judicial implication of the agreement concerning right of use may be submitted to the ordinary courts.

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