

# Terms of Use for Secomea Data Collection Cloud (DCC)

(Hereinafter the "Terms")

Version 1.0, May 2019

## 1. About Secomea and these Terms.

- 1.1 These Terms regulate the use of the Secomea's Data Collection Cloud (hereinafter "DCC").
- 1.2 The DCC 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 DCC 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 logging into the DCC. (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 DCC corresponds to these Terms and Your recurring payments.

## 2. About the DCC

- 2.1 The DCC enables collection of data from Industrial Equipment over the Internet and via Secomea SiteManger products extended with the Secomea Data Collection Module (hereinafter "DCM").
- 2.2 Collected Data can be viewed, retrieved via an API, or presented in the DCC by built-in widgets.

- 2.3 Data are retained in DCC in a limited period time pursuant to the commercial agreement entered into with the User. Collected data that has exceeded the retention limit will be deleted and cannot be restored.
- 2.4 The DCC applications components are designed for being deployed and running on appropriate cloud hosting platforms and to be maintained by Secomea, or by a Secomea Distributor or by the User.
- 2.5 The DCC consist of the following central server components:
  - 2.5.1 A Backend Server, containing the applications and databases for storing collected Data and User information. The Backend Server exposes two interfaces:
    - a) A South Bound Interfaces (SBI), to which DCMs are connected and from which the DCC communicates with a Secomea GateManager for validating and displaying connected DCMs.
    - b) A North Bound Interface (NBI) to which the Frontend Server is connected, and to which third party applications can connect to retrieve collected data.
  - 2.5.2 A Frontend Server, which is used as the User Interface to the DCC, and where Users and DCMs are administered and where data are presented.
- 2.6 Additionally, various fail-over and load balancing servers may be used to ensure performance and scalability.
- 2.7 DCC has mechanisms to purge the oldest collected data based on number of sample points collected. Within the retention period the data can be retrieved from external systems using the NBI. Features for prolonged retention based on “cold storage” or export methods will be applied in a future version of DCC.
- 2.8 The DCC has 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 unauthorized access.
- 2.9 DCC includes logging functions, which ensure that You are able to see which individuals have accessed the DCC and which general actions the user has taken.

- 2.10 More information about the DCC is maintained on [www.secomea.com](http://www.secomea.com) .
- 2.11 In case of a discrepancy between product information in hard copy and the description on [www.secomea.com](http://www.secomea.com) the latter shall prevail.

### **3. DCM Installation and configuration**

- 3.1 Any installation of a SiteManager/DCM connecting to the DCC 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 knowledge about setup and configuration of a Secomea SiteManager.
  - 3.1.3 Adequate knowledge of Data formats of the relevant Industrial Equipment to collect Data from.
  - 3.1.4 Adequate authority to apply the SiteManager/DCM to the Industrial installation and allow Collection of Data.
- 3.2 The User shall prior to installing the SiteManager/DCM ensure that the Industrial Equipment in question is enabled for data collection access by a protocol supported by DCM.
- 3.3 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.
- 3.4 The User has been made aware that data between the Industrial Equipment and the SiteManager/DCM may be transferred in a non-encrypted format.
- 3.5 The User has been made aware that all data between SiteManager/DCM and DCC is encrypted.

### **4. Consultancy assistance and support**

- 4.1 The DCC is provided as is. The User has to decide whether the DCC 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 from the point of purchase. Note that terms of support may vary between Secomea global distributors.
- 4.4 For Users 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 from Secomea will be provided by English speaking support employees.

## **5. Rights**

- 5.1 All rights, including full copyright for the DCC and all subsequent versions, 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.

## **6. DCC - accessibility and maintenance**

- 6.1 Regardless of how You are using the DCC the DCC is delivered "as is" and only with the below warranty in section 16 for defects and non-performance.
- 6.2 In case You are using and operating your own DCC the following shall apply:
  - 6.2.1 You are sole responsible for opening the necessary ingoing and outgoing ports in your firewalls in order for the DCC to function as specified.
  - 6.2.2 You are sole responsible for maintaining communication between Frontend and Backend server parts of DCC.

- 6.2.3 You are sole responsible for operating a mail server through which the DCC can send e-mails in order for the DCC to function as specified.
- 6.2.4 You are sole responsible for operating the DCC including maintenance, backup and any claims from your own customers due to Your use of the DCC.
- 6.3 In case You are using a hosted DCC server refer to the sections prefixed “Secomea Hosted DCC Services”.

## **7. Secomea Hosted DCC Services - Secomea Hosting Centre**

- 7.1 The DCC is hosted by Secomea on an appropriate global cloud hosting platform (Hereinafter “DCC Services”). Secomea has preference for the Amazon AWS platform, due to its global regional coverage, its platform management tools and scalability.
- 7.2 Secomea may choose to change hosting provider in order to optimize the balance between cost, quality, security and safety. Secomea will take measures to perform the migration without requiring Users to perform any reconfiguration of equipment.

## **8. Secomea Hosted DCC Services - Security Setup and backup**

- 8.1 The DCC Services have according to industry standards been properly secured against unauthorized access.
- 8.2 Secomea’s DCC Services hosting setup includes logging functions, which ensure Secomea to monitor which users or external systems have accessed the DCC servers and which general actions the user or system have taken.
- 8.3 Routines have been applied to ensure speedy recovery of the DCC Services in case of unexpected failures.
- 8.4 The DCC Services are backed up every 24 hours. The backup is only for use in case of a restore of systems and cannot be relied upon in case of a loss of collected data for which the User is responsible.
- 8.5 Data are retained in DCC in a limited period time pursuant to the commercial agreement entered into with the User. Collected data that has exceeded the retention limit will be deleted and cannot be restored.

**9. Secomea Hosted DCC Services - Bandwidth**

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

9.2 If a particular User has an unusual high consumption of bandwidth for an extended period, Secomea may, with a written notice of 2 working days, permanently restrict the User's bandwidth.

**10. Secomea Hosted DCC Services - Unauthorized use of the DCC**

10.1 Unauthorized use of the DCC Services includes any use that may compromise security, stability, Internet etiquette or legal regulations.

10.2 Secomea reserves the right to monitor the use of the DCC Services including the content on specific web sites to interrupt and prevent any unauthorised use.

10.3 Secomea shall have the right, without being liable towards the User, to shut down the access to the DCC Services without prior warning if a User makes unauthorized use of the DCC Services.

10.4 If Secomea shuts down the access due to unauthorized use Secomea shall immediately after the shutdown inform the User in writing of the shut down and the reason therefore.

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

10.6 The User shall indemnify and hold Secomea harmless against any and all costs and losses incurred as a consequence of the User's unauthorized use of the DCC Services.

**11. Secomea Hosted DCC Services - Security and Privacy Policy**

11.1 User's company accounts on the DCC Services are isolated from each other, and only trusted Secomea employees have access to the accounts.

- 11.2 Secomea employees will not access or alter configuration of SiteManagers/DCMs unless accept has been granted by an administrating representative of the User's company account.
- 11.3 Secomea may, based on proper documentation of ownership of a SiteManager/DCM and based on specific instructions of the owner, release the binding of the SiteManager/DCM from the current User's company account, so that the owner of the SiteManager can configure it to attach to another company account. This action will cause all configuration, event history and collected data from that DCM to be deleted.
- 11.4 Secomea will not assist in creating user accounts, except from the initial Administrator, nor making account access between different company accounts.

## **12. Secomea Hosted DCC Services - Uptime and Support**

- 12.1 The hosting centre is architected and maintained to ensure an uptime of +99,6%.
- 12.2 Secomea will take measures to ensure a high availability of the DCC Services. However, it is not possible to guarantee an uninterrupted availability and Secomea cannot provide a legally binding guarantee that the DCC Services offered by Secomea will remain unchanged in an infinite future.
- 12.3 Secomea will announce scheduled maintenance on the support section at the Secomea website. Additionally, a message with the maintenance announcement will be sent to the email of registered Administrator accounts. There may, however, be situations that require maintenance actions with shorter notice.
- 12.4 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 DCC Services (refer to our standard opening hours published on the Secomea website). The DCC Services, however, are 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 regards to issues with server availability on our support E-mail "support@secomea.com".
- 12.5 NOTE: If you have demands for support, uptime, availability, control or security beyond what is described above, we recommend obtaining your

own DCC and thereby become in full control of hosting services, support and public IP addresses. More information is available on the Secomea website ([www.secomea.com](http://www.secomea.com)).

### **13. Secomea Hosted DCC Services - Trial mode**

- 13.1 In case you are using the DCC Services in Trial mode, the following additional conditions apply:
  - 13.1.1 Connected DCMs will be blocked access after a period (usually 30 days). The data collected in the trial period can still be accessed and entering a paid agreement will re-activate all DCMs.
  - 13.1.2 You shall not commercially exploit or make the DCC services available to any third party.
  - 13.1.3 You shall not interfere with or disrupt the integrity or performance of the DCC; nor shall you conduct penetration testing other than by agreement with Secomea.
  - 13.1.4 Secomea holds the right to close the User account and delete all related data after a reasonable period of inactivity.

### **14. GDPR Privacy Notice**

- 14.1 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 DCC Services, 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 a DCC:

- 14.2 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.
- 14.3 The only personal data stored about you on the DCC is you name, email and optionally mobile phone number.

- 14.4 If your user account is created in a hosted DCC, controlled by a DCC Services provider, observe the following:
  - 14.4.1 This DCC Services provider acts as Data Processor for the personal data of your user account, and any other user accounts you may create using your account.
  - 14.4.2 If the DCC Services 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.
  - 14.4.3 If the DCC Services provider is a Secomea distributor, this distributor is instructed by Secomea to limit the use of your personal data to the purposes described above.
  - 14.4.4 Backup of your account information is only used for restoring the server in relation to maintenance of the DCC Services.
- 14.5 If your user account is created on a DCC installed and activated as a private DCC:
  - 14.5.1 The company owning and administrating the DCC Services is responsible for maintaining the proper GDPR measures for user accounts created on the DCC. This company maybe your company, or a company for which you perform services.
- 14.6 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.
- 14.7 You accept that if you are using hosted DCC Services Secomea may validate and monitor Your use of the Solution to the extent necessary for ensuring compliance with Your rights granted under these Terms.
- 14.8 If using the DCM to collect personal data, you are solely responsible for maintaining proper GDPR measures for all such data stored in or transmitted through the DCC.

**15. Secomea's warranty**

15.1 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.

**16. Liability and waiver**

16.1 Secomea does not make any backups of any kind of the DCC except for the DCC Services hosted by Secomea. Any backup of your own DCC is therefore Your sole decision and responsibility.

16.2 The User accepts that functionality and/or the user interfaces of the DCC may be amended in connection with system updates.

16.2.1 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.

16.3 The User acquires a non-exclusive right of use of the DCC, regardless of the DCC being hosted DCC Services or the User's own DCC installation.

16.4 The User shall be solely liable for all setup of users, configuration of DCM, configuration of Data presentation in the DCC and any external applications using the NBI.

16.5 It is the User's sole responsibility that the User's Industrial Equipment is adequate enabled for Data Collection and at all times is well maintained.

16.6 Secomea shall not be liable for any inability to access DCC caused by:

16.6.1 Problems with the User's Internet access/ability to connect to the DCC or internal IT-systems regardless of the reason;

16.6.2 Problems with the User's Industrial Equipment, regardless of the reason;

16.6.3 General telecommunication problems, i.e. cable breakdown, heavy traffic etc.;

16.6.4 Unknown errors in hardware operating equipment supplied by Secomea;

16.6.5 Updates and other required maintenance of DCC;

16.6.6 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.

16.7 TO THE EXTENT PERMITTED BY LAW NEITHER SECOMEA, ITS SUBSIDIARIES OR AFFILIATES NOR ANY OF ITS DISTRIBUTORS SHALL BE LIABLE FOR ANY LOSS OR DAMAGE HEREUNDER, INCLUDING WITHOUT LIMITATION ANY INACCURACY OF DATA, LOSS OF PROFITS OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **17. Duty of confidentiality**

17.1 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.

## **18. Termination and cancellation**

18.1 The User can terminate the Agreement for use of DCC or DCC Services according to terms of sales entered when purchasing the DDC or the DCC Services.

18.2 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.

18.3 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 DCC Services 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.

18.4 The access to DCC Services hosted by Secomea cannot be restored until User has paid all amounts due, including all costs.

## **19. Assignment of the Agreement**

19.1 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.

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

**20. Governing law and disputes**

20.1 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.

20.2 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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