

# Terms of use for the Secomea Remote Access Solution

(hereinafter the "Terms")

Version 2.0, October 2014

1. About Secomea and these Terms.
  - 1.1 These Terms regulate the use of the Secomea's Remote Access Solution (Hereinafter "Secomea Solution")

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").
  - 1.2 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.

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")
  - 1.3 Even if the User is using its own terms and conditions when purchasing goods and services these Terms shall prevail once the User has installed the LinkManager unless Secomea expressively in writing has accepted to be bound by the User's terms and conditions.
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")

The Secomea Solution consists of the following: Secomea SiteManager, LinkManger (Windows client software and LinkManager Mobile web access feature) and GateManager (hosted by Secomea or installed with the User).
  - 2.2 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.
  - 2.3 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.
  - 2.4 The current Secomea Solution and its variations are in detail described on [www.secomea.com](http://www.secomea.com).
  - 2.5 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.
  - 2.6 The Secomea Solution is only to be used with Industrial Equipment prepared for safe remote access.
  - 2.7 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 interface 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 between 09:00 a.m. and 4:30 p.m. CET.

4.4 Secomea will reply to enquiries 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 enquiries (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 client computer software developed and maintained by Secomea. 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 software on an unlimited number of User's personal computers.
- 5.5 The LinkManager Mobile and the GateManager Administrator portal are both web access clients and they are designed to be used from computer platforms with a browser supporting TLS 1.0 encryption and java script.
- 5.6 Due to LinkManager Mobile and the GateManager Administrator portal being integrated parts of GateManager, updates to these clients may occur in conjunction to updates of the GateManager server.
- 5.7 The LinkManager, LinkManager Mobile and GateManager 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 resellers.
- 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 Mobile and GateManager Administrator Portal is contingent upon the GateManager software being fully updated.
- 5.12 The use of the LinkManager software and LinkManager Mobile is restricted as follows:  
This License does not convey to You with an interest or ownership in or to the LinkManager
- 5.12.1 or LinkManager Mobile software, 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 Software requires that you have purchased the necessary license and that these licenses are duly registered with us. Secomea recommends that all software and access to software hosted by us is thoroughly tested prior to any production use.
- 5.14 You are entitled only to allow access to the link manager 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 back up the LinkManager software in accordance with good industry practice, however, a new copy of the Software may at all times be downloaded from Semocea'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 Link Manager 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 LinkManger 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 embedded firmware in the psychical 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. Audit

8.1 You are at all times obliged to ensure that Your use of the Secomea Solution corresponds to these Terms and Your recurring payments.

8.2 You accept that if you are using the 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.

8.3 You accept that if you operate your own GateManager Server this Server will once each month generate an Audit report to us informing us of the number of connected SiteManagers in order for us to service your GateManager maintenance agreement. You are not allowed to prohibit your GateManager from sending the Audit Report to us, unless other means of timely delivery of the Audit Report have been explicitly agreed with Secomea in writing. If we do not receive the Audit Report once each month we may invoice you based on the last report we have received with an addition of 100 %

8.4 The audits shall allow Secomea to check that the usage corresponds to Your agreement with Secomea, to ensure that Secomea receives the payments to which Secomea is entitled and furthermore to observe that the Solution is used according to these Terms.

8.5 If we do not receive the report mentioned in 8.4 once a month or if the report is delayed numerous times you shall allow Secomea access to on-site audit in order for Secomea to ensure that the usage corresponds to your Agreement with Secomea, to ensure that Secomea receives the payments to which the Company is entitled and further to observe that the Solution is used according to these Terms. Secomea may only conduct one audit

every twelve (12) month unless Secomea can show that you deliberately obstruct sending out the monthly report. When conducting the on-site audit Secomea shall observe any reasonable on-site rules and regulations.

- 8.6 You shall at Your own cost assist Secomea in performing any such audits and shall, at Secomea's request, perform any measurement of the utilization and installations requested by Secomea and report the result of such measurements to Secomea without undue delay.
- 8.7 If Your usage of the Secomea Solution exceeds the agreed usage, or if Secomea can otherwise demonstrate that additional fees are due, then Secomea is entitled to invoice You in accordance with Secomea's general price list. Secomea's right to such payments shall not lapse even if Secomea does not claim the payments upon the audit but only at a later date.
- 8.8 Nothing in the above shall restrict Secomea from exercising any other remedies, including without limitation the right to terminate the User's right of use of the Secomea Solution.

## 9. GateManager - accessibility and maintenance

- 9.1 Regardless of how You are using the GateManager the GateManager is delivered "as is" and only with the below warranty in section 13 for defects and non-performance.
- 9.2 In case You are using and operating your own purchased GateManager the following shall apply:
- 9.2.1 You are sole responsible for opening the necessary ingoing and outgoing ports in your firewalls in order for the GateManager to function as specified.
- 9.2.2 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.
- 9.2.3 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.
- 9.3 In case You are using a hosted GateManager server additional Terms of Use may apply.

## 10. Communication

- 10.1 Secomea may use User's e-mail(s) for all types of communication, including service messages, demands and reminder letters and notices concerning news in Secomea Solution or other services provided by Secomea.
- 10.2 All enquiries to Secomea in addition to support enquiries must be sent by e-mail to [support@secomea.com](mailto:support@secomea.com)

## 11. Security Setup and backup

- 11.1 Secomea' Solution has been properly secured against unauthorized access.
- 11.2 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.
- 11.3 Secomea does not make any backups of any kind of the Secomea Solution save for the hosted GateMangager. Any backup of your Secomea Solution is therefore Your sole decision and responsibility.

## 12. Security audit

- 12.1 Your internal and external auditors have free access to make duly notified (a minimum notice of 4 weeks shall apply) security audits at Secomea' premises.

12.2 Time spent by Secomea and its partners in connection with such a security audit is invoiced to the User, cf. the current price list from time to time/the sub-supplier's price list.

### 13. Secomea's warranty

#### 13.1 Warranty scope

13.1.1 Secomea warrants that the Secomea Solution will be without any material defects in materials and workmanship for a two (2) year period so that the Solution will operate and conform substantially to specifications published on the Secomea web site at the time of your purchase.

13.1.2 Your two-year warranty period starts on the original date on your invoice or sales receipt from Secomea or from a distributor listed on the Secomea web site.

13.1.3 If you buy additional Hardware or Software Components after the initial purchase of the Solution the warranty will apply to these components from the date of purchase, but only if the material defect in question can be attributed to a particular component after the initial two-year warranty period.

13.1.4 If you buy a component which is discontinued your warranty period may be reduced as the warranty period is calculated from the date when the component was discontinued.

#### 13.2 What is outside warranty scope:

13.2.1 The Secoma Limited Warranty does not cover material defects due to:

- a. Latency sensitive communication protocols used by devices connected to the Solution;
- b. Third party device software's lack of functions to compensate for high latency connections;
- c. Your firmware or revision upgrades of devices supported by the Solution where the remote access functioned properly with the Solution prior to the upgrade;
- d. Your use of regional broadband ISPs using connection- or negotiation methods that deviate from supported standards;
- e. Your later upgrade of a USB broadband adapter supported by the Solution, where it functioned properly with the Solution prior to the upgrade;
- f. Your upgrade of the operating system for which a particular Component is specified, with an upgrade or patch that was not generally available to the public in an official release at the time of your purchase of the Solution/later components;
- g. Changes in your IT security policies if the Solution functioned prior to the changes;
- h. Your use of certain browsers, if the Solution works with other browsers;
- i. Improper use, accidents and other external causes, improper site preparation or improper maintenance or cleaning by you;
- j. Your update or exchange of USB device types that functioned prior to the update/exchange;
- k. Such unusual conditions that Secomea cannot replicate;
- l. Lack of access to an internet based Service due to reasons outside our control or due to maintenance of the Service in question;
- m. Unstable supply of electricity within the specification provide for by Secomea.

#### 13.3 How to make a warranty claim

13.3.1 If you believe that you have a warranty claim, please contact the service center of the Secomea distributor where you purchased the Solution or the Component with the issue.

13.3.2 NB: ONLY if you purchased the Solution directly from Secomea, or if the distributor where you originally purchased the Solution or the Component is no longer listed as a Secomea distributor on the Secomea web site, you can claim the warranty services with Secomea directly.

- 13.3.3 Warranty claim shall be made no later than five workdays after the material defect has occurred.
- 13.3.4 Observe the RMA procedures of your Secomea distributor but always make sure that the your claim entails the following documentation:
- a. Product type, model and serial number listed on the product identification labels;
  - b. Copy of your invoice;
  - c. Adequate documentation and description of the defect;
  - d. License information for software components.
- 13.3.5 You shall not send any hardware component to us unless you are requested to do so.
- 13.3.6 When reporting a software defect please state your license number and date of purchase.
- 13.3.7 Claims made more than five workdays after the first occurrence of the fault/defect shall be deemed invalid and not covered by the warranty.
- If you are allowed to direct a warranty claim directly to Secomea, you must comply to the
- 13.3.8 "[Repair and Return Policy and Procedures](#)" available on the Secomea web site at the time of the claim.
- 13.4 Your remedies:
- Your exclusive remedy for any material defect in a Hardware component comprised by Secomea Limited warranty will be for Secomea to correct, in a reasonable time period, the
- 13.4.1 defect or at the exclusive choice of Secomea, to replace the defected part of the hardware, or to refund you a proportional part of the purchase price.
- Your exclusive remedy for any material defect in firmware or software comprised by Secomea limited warranty is within a reasonable time period, to receive patches with
- 13.4.2 adequate bug fixing or at the exclusive choice of Secomea, a work around that may be made permanent by Secomea if it turns out that the material defect you experience is not a general defect but specific to you or a small number of Secomea customers. .
- 13.5 Your Additional Responsibilities: Please read this carefully:
- Before returning a hardware component to our distributor or us as the case may be, you
- 13.5.1 shall have removed all features, parts, options, alterations, and attachments not covered by our warranty.
- 13.5.2 All data should be backed up as they might be deleted during our repair of the hardware component.
- 13.5.3 You should also make sure you have taken a full backup of the configuration if possible.
- 13.5.4 As for software, it is your sole responsibility to download and install any patches or upgrades made available to you.
- 13.5.5 For both Software and Hardware Components, you also agree to:
- a. ensure that the Component is free of any legal obligations, personal data or other restrictions that prevent its maintenance, exchange or repair;
  - b. where applicable, before you claim warranty service, to follow the service request procedures that your Secomea distributor provides;
  - c. provide your Secomea distributor with sufficient, free, and safe access to relevant facilities or systems to permit authorized Secomea service personal to fulfill their obligations.
- 13.6 Limitation of Liability
- Secomea is responsible for loss of, or damage to, your hardware Component only while it is
- 13.6.1 1) in Secomea's possession or 2) in transit in those cases where Secomea is responsible for the transportation charges.
- 13.6.2 Neither Secomea nor Secomea Distributors are responsible for any of your confidential, proprietary or personal information contained in a Component.

## 14. Prices and adjustments

- 14.1 All prices are specified in Danish Kroner, EURO or US Dollar as the case may be, VAT and taxes excluded, which is added to the invoice. If new or amended tolls/taxes are introduced after signing of the agreement, an adjustment will be made so that Secomea A/S is put in the position it would have enjoyed had the tolls/taxes not been amended.
- 14.2 User is obliged to pay the current prices from time to time stated in the Secomea price list. Amendments will be notified four (4) months in advance. If User continues to use Secomea Solution after expiry of the four (4) month period, User is considered to have accepted the new increased prices.

## 15. Terms of payment and default interest

- 15.1 The terms of payment are eight (8) days from receipt of an invoice unless otherwise agreed with us.
- 15.2 In case of late payment, Secomea may charge default interest pursuant to the provisions specified in the Danish Interest Act and deny access to Secomea Solution, cf. section 19.

## 16. Liability and waiver

- 16.1 User shall be solely liable for any use of Secomea Solution, including access to Secomea LinkManager, SiteManager and GateManager.
- 16.2 Secomea shall not be liable for any inability to access Secomea Solution caused by:
- 16.2.1 Problems with the User's Internet access/ability to connect to the Secomea Solution or internal IT-systems regardless of the reason;
- 16.2.2 Problems with the User's Industrial Equipment, regardless of the reason;
- 16.2.3 General telecommunication problems, i.e. cable breakdown, heavy traffic etc.;
- 16.2.4 Unknown errors in hardware operating equipment supplied by Secomea;
- 16.2.5 Updates and other required maintenance of Secomea Solution;
- 16.2.6 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.
- 16.3 If not otherwise provided for in the agreement, Secomea shall be liable pursuant to the ordinary rules of Danish law.
- 16.4 Secomea, however, waives any liability for indirect loss and consequential damage, including without limitation loss of profits and other loss caused by lack of accessibility to Secomea Solution and/or loss of data.
- 16.5 Secomea' liability in damages shall under all circumstances be limited to the total consideration according to the Agreement in the most recent twelve (12) months before the claim is made, however, with a maximum of DKK 50,000 during the entire term of the Agreement.

## 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, cancellation and expiry

- 18.1 The agreement on User's access to the Hosted GateManager may be terminated by either User or Secomea with a three (3) months written notice to the other party.
- 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 the hosted GateManager, the LinkManager app and any updates available. 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 the hosted GateManager, the LinkManager app and updates cannot be restored until User has paid all amounts due, including all costs.
- 18.5 In addition, either party may cancel the Agreement if the other party has not remedied a material breach at the latest ten (10) working days after having received a written demand thereof.

## 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.