

ARTICLE 1: OBJECT

These special conditions supplement the standard NEWSTEO terms and conditions. They define the technical and financial conditions under which NEWSTEO commits to HOSTING SERVICE CUSTOMER data collected on its platform, hereinafter referred to as "HOSTING SERVICE".

These special conditions shall prevail over the standard terms and conditions should any conflict arise between these two documents.

These special conditions supersede all other previous existing special conditions.

HOSTING SERVICE is not for private or individuals, but only dedicated to professionals.

ARTICLE 2: MEANS

NEWSTEO server, in charge of HOSTING SERVICE and hosting data, is available via the Internet for the CUSTOMER, thanks to computer, tablet and smartphone...

During the HOSTING SERVICE period on the server assigned to the CUSTOMER, NEWSTEO provides CUSTOMER several means to receive advice and technical support, as described below.

CUSTOMER RECOGNIZES AND ACCEPTS IT IS HIS RESPONSIBILITY TO ENSURE GOOD TRANSPORTATION AND STORAGE CONDITIONS FOR HIS GOODS TO MONITOR. NEWSTEO CANNOT BE LIABLE IN ANYWAY IN CASE OF DAMAGE, WHATEVER THE CAUSE WOULD BE.

ARTICLE 3: TECHNICAL SUPPORT

NEWSTEO provides CUSTOMER technical assistance in the following conditions.

3.1. Before sales

Demonstration videos of HOSTING SERVICE are freely available from the website, as well as frequently asked questions (FAQ).

A "chat" service is available free online at certain moments of working days (central European working times) via the website, and if more technical exchanges are needed (study of maps or photos before installation, for example), e-mail exchanges are possible and free.

A (potentially paying) telephone service is also available for the CUSTOMER during these time slots.

3.2. After sales

In addition to the features listed above, some new information may be sent by NEWSTEO by email to the email address of the CUSTOMER, or when accessing its private page on the dedicated website (WEBMONITOR) page.

ARTICLE 4: CONDITIONS OF EXECUTION

NEWSTEO will inform CUSTOMER (by email) of the activation of the HOSTING SERVICE.

The activation of HOSTING SERVICE comes at the condition that the Customer respects all NEWSTEO's rules.

HOSTING SERVICE server space remains the property of NEWSTEO. The server will be hosted on NEWSTEO server or on its partners.

Different rates for HOSTING SERVICE can be applied. Please consult NEWSTEO for more details.

The CUSTOMER is not administrator of NEWSTEO's server. He does not have the possibility to install other applications (software) by himself on the server.

ARTICLE 5: NEWSTEO OBLIGATIONS

NEWSTEO undertakes to exercise due care and diligence in providing a quality HOSTING SERVICE in accordance with industry practice and state of the art.

The size of the CUSTOMER database is limited to 4 gigabytes with the basic subscription.

NEWSTEO will:

5.1. Maintain the HOSTING SERVICE hardware. In the event of equipment failure, NEWSTEO will either replace the server, or perform any other action which may require an interruption of HOSTING SERVICE. This interruption should not be exceeding the usual replacement time. In the latter case, NEWSTEO will immediately inform the CUSTOMER and the HOSTING SERVICE should be restored within 72 working hours.

5.2. Ensure access to server 24/7, except in case of failure. NEWSTEO also reserves the right to interrupt the server temporarily to perform any technical intervention to improve functioning, to ensure a backup or to run diagnosis. As far as possible, NEWSTEO guarantees the shortest possible inconvenience.

5.3. Respond as quickly as possible to incidents, at the request of CUSTOMER or when finding a default.

5.4. In the event of server failure over 2 working days, NEWSTEO agrees to back up a duplicate identical base (except the last measures not backed up that might be lost) on another server if no other solution is possible on primary server.

CAUTION: NEWSTEO DOES NOT CONTROL THE NECESSARY TIME TO SPREAD A NEW LINK (BY DNS) TO A NEW WEBMONITOR.COM SERVER (TIME OWN BY THE ADMINISTRATION OF THE INTERNET WORLD NETWORK) AND SHALL NOT BE LIABLE FOR ANY CONSEQUENCES DUE TO THAT DELAY.

5.5. Maintain the highest level of quality in accordance with the rules and uses of its activity.

5.6. Save several times a day CUSTOMER data on a second server, physically separated and distant from the primary server. This ensures doubling the chance for CUSTOMER to retrieve historical backed up data before the day of a major failure of the primary server.

NEWSTEO cannot guarantee the recovery of data from servers that where yet not backed up.

5.7. Inform the CUSTOMER who is exceeding its 4GB limit of hosted data, with an email or via the WEBMONITOR interface messages, within sufficient reaction time before this limit is reached. NEWSTEO will propose either an additional subscription fee (see fee NEWSTEO) or archiving and

reset its base (total erasure to "make room" for new data). A DVD archive will then be sent free of charge to the CUSTOMER. This additional archiving operation will be carried out once a year for free.

At additional cost, NEWSTEO can erase oldest data and keep most recent ones on CUSTOMER base.

If case of 2 emails unanswered by CUSTOMER, NEWSTEO will take the option of archiving and reset as described above.

5.8. Save each full year CUSTOMER database into one or more optical media (such as CD, DVD or BLURAY), depending on his database size.

This backup will be performed at the beginning of each year and the media will be sent at the expense of NEWSTEO by mail.

5.9. Allow the CUSTOMER to program a daily, weekly or monthly PDF report (one per LOGGER) to one or more email addresses set by the CUSTOMER on his private WEBMONITOR page.

THIS EMAIL SENDING IS INFORMATIVE AND NEWSTEO CAN NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY GOODS DAMAGE ARRIVED TO THE CUSTOMER FOR ANY TEMPORARY INTERRUPTION OF MESSAGING SERVICE FOR ANY REASON WHATSOEVER.

The PDF report can also be generated manually at anytime by the CUSTOMER on WEBMONITOR site.

5.10. Also send, from its server and through a third-party SMTP service set by the CUSTOMER, an email information to the CUSTOMER when a measurement is outside of authorized thresholds (configurable by the CUSTOMER) on one of its LOGGERS.

CUSTOMER IS RESPONSIBLE FOR CORRECT SETTING AND ACTIVATION OF THIS FEATURE, AS WELL AS SETTING OF THRESHOLD ALERTS VALUES.

THIS EMAIL SENDING IS FREE OF CHARGE AND INFORMATIVE ONLY. NEWSTEO CAN NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY GOODS DAMAGE ARRIVED TO THE CUSTOMER FOR ANY INTERRUPTION OF MESSAGING SERVICE FOR ANY REASON WHATSOEVER.

The number of emails sent is limited in quantity (for information purposes and without commitment, it is currently limited to 150 emails per database per day) for the CUSTOMER in its subscription to the SERVICE. Moreover, it is strongly recommended to limit it also in frequency. It seems reasonable that 1 email per 15 minutes and by Logger is a good compromise in the current state of knowledge about mailing services. This in order not to risk being considered "spammer" and not to risk being blocked the SERVICE of emails.

Several email addresses can be programmed by the CUSTOMER and the daily email quota is then distributed on these different email addresses.

5.11. Send also, via its IT and telecom infrastructure, an informative SMS to the CUSTOMER when a measurement is outside the thresholds (configurable by the CUSTOMER) on one of its LOGGERS.

THE CUSTOMER IS RESPONSIBLE FOR THE CONFIGURATION AND ACTIVATION OF THIS FUNCTION AND ADJUSTMENT OF ITS ALERT THRESHOLDS.

THIS FREE (IN FRANCE) SMS SENDING IS ONLY INFORMATIVE AND IN NO EVENT SHALL NEWSTEO BE LIABLE FOR ANY DAMAGES ARISING TO THE PROPERTY OF THE CUSTOMER, IN THE EVENT OF ANY INTERRUPTION OF SMS SERVICE FOR ANY CAUSE WHATSOEVER.

The amount of SMS sent per day is limited in quantity for the CUSTOMER and depends on its subscription to the SERVICE. Several telephone numbers can be programmed by the customer and the daily SMS quota is then distributed over these different numbers.

The customer is responsible for the telephone numbers chosen and is entirely responsible for any additional costs incurred by his choice of telephone numbers.

In June 2016, only the mobile phone numbers in France (starting with +336 and +337) are authorized by this SMS service.

5.12. In strictly the same conditions as Articles 5.10 and 5.11, alerts can also be programmed by the CLIENT for "weak batteries" or "connection losses".

ARTICLE 6: NEWSTEO RESPONSABILITIES

IT IS REMINDED THAT NEWSTEO DOES NOT PROVIDE THE ADSL SERVICE ACCESS (OR OTHER MEANS OF ACCESS TO THE INTERNET NETWORK) AND IT IS MANDATORY THAT THE CUSTOMER TO SUBSCRIBE PRIMARY TO NEWSTEO VARIOUS SERVICES.

NEWSTEO DISCLAIMS ANY LIABILITY ON THE NON ACCESS TO THE INTERNET NETWORK (FROM CUSTOMER STORAGE AREA OR TRANSPORTATION PLACES).

NEWSTEO reserves the right to interrupt the connection to the server, if that server may appear as a danger to the security of the HOSTING SERVICE mutual platform, whether it is the result of a piracy attempt, or following the detection of a flaw in the security system, or a need to update the server.

As far as possible, NEWSTEO will inform the Customer, within a reasonable time, of the nature and the potential duration of the intervention so that the CUSTOMER takes its precautions ahead. NEWSTEO is committed to restoring the connection as soon as the correction procedures have been completed.

NEWSTEO cannot be held liable for any total or partial non-fulfillment of an obligation (and / or failure) of the Internet network cellular or wired operators and in particular CUSTOMER'S service providers.

NEWSTEO will make its best efforts to maintain the CUSTOMER access his data.

ARTICLE 7: CUSTOMER OBLIGATIONS AND RESPONSABILITIES

7.1 NEWSTEO remains responsible for the server used by the CUSTOMER. NEWSTEO has taken necessary actions to insure its servers.

In case of server failure, NEWSTEO cannot be held responsible for the interruption of service of HOSTING SERVICE. The CUSTOMER can never directly access the server.

7.2 The CUSTOMER is an independent entity and therefore assumes all risks and perils of its activity. The CUSTOMER is solely responsible for the use which is made of the contents of information transmitted and stored, distributed or collected, their operation and their update. The CUSTOMER prohibits any intrusion or attempted intrusion from the server (but not limited to: port scanning, sniffing, spoofing).

7.3 The Customer alone shall bear the consequences of any malfunction subsequent to incorrect use by its staff or any person who the Customer has provided his (or her) word (s) password. Similarly, the CUSTOMER alone bears the consequences of the loss of or above pass words.

7.4 In order to maintain HOSTING SERVICE security level and quality of service, NEWSTEO commits to inform the CUSTOMER by e-mail, about the availability of any updates of hardware and / or software for which a security breach or quality default would be notified. NEWSTEO reserves the right to suspend the connection to server, momentarily.

7.5 It is the responsibility of NEWSTEO to take all necessary measures to safeguard the data of its CUSTOMERS under conditions described in chapter 7.

7.6 NEWSTEO reserves the right to proceed with controls over the good use by the CUSTOMER of HOSTING SERVICE.

NEWSTEO reserves the right to suspend (without notice) access to HOSTING SERVICE, i) in the event of non-respect by the CUSTOMER to NEWSTEO special and general terms and conditions, ii) in case of non-respect of all the laws and regulations in force, iii) in case of non-respect of third party rights.

ARTICLE 8: PRICING

Purchasing and renewal pricing for HOSTING SERVICE are available from NEWSTEO.

NEWSTEO may charge CUSTOMER upfront fees for first order. These fees correspond to the data base and server setup, the configuration time, and the CUSTOMER account creation.

ARTICLE 9: INVOICES AND PAYMENTS

CUSTOMER must be in good standing with its payments to use HOSTING SERVICE.

Otherwise the service may be suspended by NEWSTEO without any other condition.

ARTICLE 10: DURATION

Different HOSTING SERVICE offers are available from NEWSTEO.

The HOSTING SERVICE is not renewed tacitly and CUSTOMER must contact NEWSTEO before the end of his contract to avoid any disruption of service.

NEWSTEO reserves the right to change its pricing rates for future years.

Early contract termination is not possible to the CUSTOMER.

ARTICLE 11: CONFIDENTIALITY

11.1 CUSTOMER administrative data, name, phone number, fax, etc ... shall in no case be used by NEWSTEO for other purposes than those of the HOSTING SERVICE.

Except legal obligation, they will under no circumstances be communicated to third parties for solicitation or other commercial offer.

11.2 The CUSTOMER measurement data hosted on NEWSTEO servers will under no circumstances be used for other purposes than the HOSTING SERVICE.

These measurement data belong to the CUSTOMER during the subscription to the HOSTING SERVICE. Unless legal obligation, they will under no circumstances be communicated to third parties and will not be exploited by NEWSTEO in anyway.

At the expiration of the subscription to the HOSTING SERVICE, or following any formal request from CUSTOMER (by registered letter with acknowledgment of receipt), the measurement data will be deleted from NEWSTEO servers.

ARTICLE 12: TRANSPORT

This clause is not applicable herein.

ARTICLE 13: RENTED DEVICES

This clause is not applicable herein.

ARTICLE 14: BOUGHT DEVICES

The material for measures and data collection that is bought separately by the CUSTOMER becomes his sole property. This material relates to the NEWSTEO standard terms and conditions (available for download on website) and are in no way managed hereby.

ARTICLE 15: INSTALLATION OF DEVICES

The equipment must be installed by the CUSTOMER, thanks to the documentation provided by NEWSTEO. Unless special agreement reached, beyond the technical support described in Article 3, it is not expected to send NEWSTEO staff on the site of the CUSTOMER.

16. READING OF MESURES DATA

NEWSTEO provides the CUSTOMER with a web portal included in the HOSTING SERVICE, called WEBMONITOR to read its measurement data and configure some parameters specific to the CUSTOMER and to his loggers. The Customer can access his data without limitation to the condition he is in order with his payments.

For the purpose of any changes or improvements into HOSTING SERVICE presentation, NEWSTEO may need to adjust its interface and features. The web portal is shared with all CLIENTS hosted by NEWSTEO in many economic sectors. The CUSTOMER hereby agrees to accept these evolutions to the extent that his HOSTING SERVICE conditions are not significantly degraded.

A database number, a username and a password will be provided to the CUSTOMER upon accession to the HOSTING SERVICE. They also appear on a label on the underside of the main (in case of several

collectors used on the network) collector (or the USB receiver accompanying the RF MONITOR GOLD software). This information cannot be changed by the CUSTOMER. It is the CUSTOMER's responsibility to maintain and send them only to authorized persons.

In case of password loss by the CUSTOMER, NEWSTEO could resend (upon request and at no charge) it, using the CUSTOMER email address used when subscribing to the HOSTING SERVICE.

Some incidents beyond the control of NEWSTEO can intervene preventing access to the said portal for the CUSTOMER, such as, but not limited to, a failure on the worldwide Internet, a CUSTOMER private network trouble, an outage of the CUSTOMER network operator, a blocking of the CUSTOMER ADSL box, etc ...

NEWSTEO CAN NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY TROUBLE ARRIVED TO THE CUSTOMER GOODS IN THIS TEMPORARY INTERRUPTION OF SERVICE.

CUSTOMER approval in date of :	
Misses or Mister :	
Function :	
Signature :	