

**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 provision of a HOSTING SERVICE and collection of CUSTOMER data 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 and existing special conditions.

The HOSTING SERVICE intended for use by professionals and is not suitable for use by private individuals.

**ARTICLE 2: MEANS**

The NEWSTEO server is responsible for the HOSTING SERVICE and customer data. Access to this is obtained through the Internet via computer, tablet, and Smartphone.

During the allocated HOSTING SERVICE period assigned to the CUSTOMER, NEWSTEO commits to providing the CUSTOMER with technical support and advice as described below.

THE CUSTOMER RECOGNISES AND ACCEPTS IT IS THEIR RESPONSIBILITY TO ENSURE THEIR OWN BEST PRACTICES ARE MAINTAINED IN REGARDS TO GOODS TO BE MONITORED. 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 and frequently asked questions (FAQ) about the HOSTING SERVICE are freely available from the NEWSTEO website.

An online "chat" service is available free of charge via the NEWSTEO website during central European working times. If more detailed technical exchange is required (e.g. study of location maps and photographs prior to installation) e-mail exchanges are possible and are also available free of charge.

A (potentially paying) telephone support service is also available for the CUSTOMER during these time slots. Standard telephony rates would apply for this service.

**3.2. After sales**

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

**ARTICLE 4: CONDITIONS OF EXECUTION**

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

The activation of HOSTING SERVICE comes with the condition that the Customer respects all NEWSTEO's rules, including the formal acceptance of this document.

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

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

The CUSTOMER does not have administrative rights of NEWSTEO's server, nor do they have the capability to install applications (software) for themselves 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 other maintenance operations which may require a temporary interruption of the HOSTING SERVICE. This interruption should not exceed the usual new equipment 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 the server 24/7, except in the 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 inconveniences.

5.3. Respond as quickly as possible to incidents, at the request of CUSTOMER or on discovery of a fault.

5.4. In the event of server failure over two working days, NEWSTEO agrees to back up a duplicate identical database (except any data not backed up prior to the failure which may be lost) on another server if no other solution is possible on the primary server.

CAUTION: NEWSTEO DOES NOT CONTROL THE TIME REQUIRED TO CREATE A NEW DNS LINK TO A NEW WEBMONITOR.COM SERVER (THIS TIME IS DETERMINED 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 CUSTOMER data several times a day on a second server, physically separated and distant from the primary server. This provides a backup of CUSTOMER data and the capability to retrieve historical data captured prior to the day of a major failure of the primary server.

NEWSTEO cannot guarantee the recovery of data from servers, that has not yet been backed up.

5.7. Will provide the CUSTOMER with sufficient warning when they are about to exceed their 4GB limit of hosted data, with an email or via WEBMONITOR interface messages. NEWSTEO will propose either an additional subscription fee (see fee NEWSTEO) or archive existing data and reset the database (total erasure to "accommodate" for new data). A DVD archive will then be sent free of charge to the CUSTOMER. This additional archiving operation will be provided a maximum of once a year free of charge.

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

In the case of two unanswered emails by the 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 the database size.

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

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 their private WEBMONITOR page.

THIS EMAIL SENDING IS FOR INFORMATIVE PURPOSES ONLY, AND NEWSTEO CANNOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY DAMAGE TO GOODS AS A RESULT OF ANY TEMPORARY INTERRUPTION OF THIS MESSAGING SERVICE FOR ANY REASON.

The PDF report can also be generated manually at anytime by the CUSTOMER on the 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 authorised operating ranges (configurable by the CUSTOMER) on one of its LOGGERS.

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

THIS EMAIL SENDING IS FOR INFORMATIVE PURPOSES ONLY, AND NEWSTEO CAN NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY DAMAGE TO GOODS AS A RESULT OF ANY TEMPORARY INTERRUPTION OF THIS MESSAGING SERVICE FOR ANY REASON.

The number of emails sent is currently limited to 150 emails per database per day for the CUSTOMER as part of their subscription to the SERVICE. Furthermore, it is strongly recommended to limit the frequency of these emails. It is reasonable that one email every fifteen minutes per Logger is a good compromise with the current operational practices of mailing services. The purpose of this limit is to ensure that this service is not treated as "spam", and avoid the risk being blocked by the email SERVICE provider of the CUSTOMER.

The CUSTOMER can program several email addresses and the daily email quota may then be distributed over these different email addresses.

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

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

THIS FREE SMS SENDING SERVICE (CURRENTLY ONLY AVAILABLE IN FRANCE) 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 REASON.

The number of SMS messages sent per day is limited in quantity for the CUSTOMER and depends on the 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 their choice of telephone numbers.

In July 2018, only the mobile phone numbers in France (starting with +336 and +337) are authorised 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 ADVISED THAT THIS AGREEMENT IS ONLY FOR THE CUSTOMERS SUBSCRIPTION TO NEWSTEO'S VARIOUS SERVICES.

NEWSTEO DISCLAIMS ANY LIABILITY AS A RESULT OF LOSS OF ACCESS TO THE INTERNET NETWORK (FROM THE CUSTOMER STORAGE AREA OR TRANSPORTATION PLACES).

NEWSTEO reserves the right to interrupt the connection to the server, if that server presents a danger to the security of the HOSTING SERVICE's 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 can make necessary precautions. 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 their 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 maintain the integrity of its servers.

In case of server failure, NEWSTEO cannot be held responsible for the interruption of service of the HOSTING SERVICE. The CUSTOMER does not have direct access to 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 their password(s). Similarly, the CUSTOMER alone bears the consequences of the loss of the above password(s).

7.4 In order to maintain the 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 fault 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 article 5.

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

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

**ARTICLE 8: PRICING**

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

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

**ARTICLE 9: INVOICES AND PAYMENTS**

The 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 automatically and the CUSTOMER must contact NEWSTEO before the end of their contract to avoid any disruption of service. NEWSTEO staff may also contact the CUSTOMER ahead of this ending date.

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

Early contract termination is not possible.

#### **ARTICLE 11: CONFIDENTIALITY**

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

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 the CUSTOMER (by registered letter with acknowledgment of receipt), the measurement data will be deleted from NEWSTEO servers.

#### **ARTICLE 12: CUSTOMER ACQUIRED DEVICES**

The equipment for measurement and data collection that is acquired separately by the CUSTOMER becomes their sole property. This equipment is subject to the NEWSTEO standard terms and conditions (available for download on the NEWSTEO website) and is in no way managed hereby.

#### **ARTICLE 13: INSTALLATION OF DEVICES**

The equipment must be installed by the customer, with the assistance of the documentation provided by NEWSTEO. Unless special agreement reached, beyond the technical support described in article 3, the CUSTOMER should not expect onsite assistance from NEWSTEO staff in accordance to this document.

#### **ARTICLE 14: READING OF MESUREMENT 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 their loggers. The Customer can access this data without limitation on the condition that all their payments in relation to this service are in order.

For the purpose of any changes or improvements in the HOSTING SERVICE presentation and/or features, NEWSTEO may need to adjust its interface and features. The web portal is shared with all

CLIENTS hosted by NEWSTEO issued from many economic sectors. The CUSTOMER hereby agrees to accept these evolutions to the extent that their HOSTING SERVICE conditions are not significantly degraded. On demand, NEWSTEO can provide a non-regression certificate of key WEBMONITOR features.

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 delivered or attached to the underside of the main collector (in case of several collectors used on the network) 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 this information to authorised persons only.**

In case of password loss by the CUSTOMER, NEWSTEO may resend (upon request and at no charge) password(s), 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 of the worldwide Internet, CUSTOMER private network issues, an outage of the CUSTOMER network operator, a blocking of the CUSTOMER ADSL box, etc ...

NEWSTEO IS NOT LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY ADVERSE CONSEQUENCES TO THE CUSTOMER AND THEIR GOODS AS A RESULT OF THIS TEMPORARY INTERRUPTION OF SERVICE.

**ARTICLE 15: ACCEPTANCE**

The first access of a user on the HOSTING platform will formally validate the acceptance of the conditions of use of this document.

It is also possible to print, date and sign this document to return to NEWSTEO:

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