

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 supply 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 is intended to be used by professionals only.

ARTICLE 2. : MEANS

The NEWSTEO server platform where the available server for the HOSTING SERVICE of the CUSTOMER's data is installed is accessible by the CUSTOMER through internet network thanks to any connected devices such as computer, tablet, smartphone, etc.

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 ANY WAY IN CASE OF POTENTIAL DAMAGE, WHATEVER THE CAUSE WOULD BE.

ARTICLE 3. : TECHNICAL SUPPORT

NEWSTEO provides CUSTOMER technical assistance in the following conditions.

3.1. Pre sales

Demonstration videos and frequently asked questions (FAQ) about the HOSTING SERVICE are available on NEWSTEO website.

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

A phone support service is also available for the CUSTOMER during the same time slots.

3.2. Post sales

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

ARTICLE 4. : CONDITIONS OF EXECUTION

NEWSTEO will inform the CUSTOMER of the activation of the HOSTING SERVICE by e-mail.

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

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

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

The CUSTOMER does not have administration rights on its allocated space on NEWSTEO's server, nor does he have the capability to install applications (software) for 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 an 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 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, upon CUSTOMER's request or upon discovery of default.

5.4. In the event of server failure exceeding two working days, NEWSTEO agrees to back up a duplicated identical database (except 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.

IF NECESSARY, A SECOND TEMPORARY CONNECTION ADDRESS (URL) COULD BE GIVEN TO THE CUSTOMER IN ORDER TO CONNECT, UNTIL THE MAIN SERVER IS UP AGAIN.

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. 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 NEWSTEO price list) or archive existing data and reset the database (total erasure to "accommodate" for new data). A file will then be available for download on WEBMONITOR for a maximum period of 1 month.

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

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

5.8. 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.

5.9. Also send 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, FOR CHECKING THE GOOD OPERATION OF THE SMTP SERVICE USED, 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 CUSTOMER can program several email addresses and the daily email quota may then be distributed over these different email addresses.

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

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

THIS SMS SENDING SERVICE IS ONLY INFORMATIVE AND IN NO EVENT SHALL NEWSTEO BE LIABLE FOR ANY DAMAGES ARISING TO THE PROPERTY OF THE CUSTOMER, IN CASE OF ANY INTERRUPTION OF SMS AND/OR PHONE VOICE MESSAGE SERVICES FOR ANY REASON.

SMS and/or a phone voice messages sent are counted as credit. In the majority of cases, 1 credit equals 1 SMS or 1 phone voice message. However, if the chosen phone number is a special number, several credits can be counted. For the correspondence between SMS/Phone voice message and credit, refer to the Newsteo price list.

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

5.10.1. The CUSTOMER has a monthly free credit quota. This quota is shared between SMS and voice telephone messages. The amount of credits sent per month is limited for the CUSTOMER and depends on his subscription to the SERVICE.

Several phone numbers can be programmed by the CUSTOMER. The monthly credit quota is then distributed over these different numbers.

The free SMS/phone voice message credit quota is regenerated on the 1st of every month.

5.10.2. The CUSTOMER can acquire additional credits in order to send SMS/phone voice message beyond the allocated free quota. The quota of purchased credits is common to SMS and voice phone messages. The validity of these credits is limited in time to 1 year. To avoid any ambiguity, pre-purchased and unused credits within one year of purchase will automatically be lost.

Several phone numbers can be programmed by the CUSTOMER. The additional credit is then distributed over these different numbers.

5.10.3. When SMS/phone voice message credits are exhausted (whether free or purchased credits), the SMS sending service is interrupted until the account is re-credited.

5.10.4. It is up to the CUSTOMER, (I) to check periodically its credit allocations, (II) to negotiate and agree with NEWSTEO an amount of credits appropriate to its needs and (III) to control its level of available credits by contacting NEWSTEO to ensure at regular intervals that he has enough credit to meet his needs. NEWSTEO assumes no responsibility in the event that the CUSTOMER does not have sufficient credits to meet his needs and / or would have exceeded his allocation of credits for any period.

5.11. In strictly the same conditions as Articles 5.9 and 5.10, alerts can also be programmed by the CUSTOMER for "weak batteries" or "connection losses".

ARTICLE 6. : NEWSTEO RESPONSABILITIES

IT IS REMINDED THAT NEWSTEO DOES NOT PROVIDE ACCESS TO THE INTERNET NETWORK AND IT IS COMPULSORY FOR THE CUSTOMER TO SUBSCRIBE TO THIS SERVICE BEFOREHAND.

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 potential duration of the intervention so that the CUSTOMER can take necessary precautions. NEWSTEO is committed to restoring the connection as soon as the correction procedures have been completed.

Newsteeo cannot be held liable for a problem of access to the service by the CUSTOMER if the issue is related to a connection, software or PC issue (non exhaustive).

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

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.

ARTICLE 7. : CUSTOMER OBLIGATIONS AND RESPONSABILITIES

7.1 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).

7.2 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).

7.3 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.

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

7.5 The CLIENT guarantees:

1. that he will not use the service or allow the service to be used to send messages (SMS, email, phone voice message) to an end user without his prior consent to their receipt.
2. that he will not use the service or allow the service to be used for improper, fraudulent, immoral or unlawful purposes;

3. that in case of non-respect of any point of this clause he undertakes to bear full responsibility for any fine or penalty that may result from this non-compliance.

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 clear 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 thanks to the documentation provided by NEWSTEO. Unless special agreement, 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 under the conditions mentioned in Article 5 as long as all their payments in relation to this service are in order.

For the purpose of 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 subscription to the HOSTING SERVICE. 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 the password upon request, 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:	
Mrs or Mr:	
Function:	
Signature:	