

# TERMS OF AGREEMENT 2014-02-01

## 1. Description

- 1.1. TermoSense® is a temperature recording system that measures and records temperatures. The measured value is transmitted via a license-free radio transmission wirelessly to a TermoSense® receiver/base station for display and limit value monitoring. Data is sent via the Internet to a server. After logging in from any computer or mobile phone with Internet connection, the customer can see measured values and charts, and print them out.
- 1.2. Alarm levels can be set so that alarms are emitted after a preset time with too high or low temperature and alarms can be transmitted to the client as SMS. Alarms can also be indicated locally with flash lights on a special wireless alarm receiver.
- 1.3. Where it is technically possible, as an add-on, outputs for A and B alarms can also be connected to an existing burglary or operating alarm for extended alarm transmission security, or alternatively that the facility is provided with Base station with built-in wireless broadband and UPS (See 4.3- 4.4).
- 1.4. The client is responsible for ensuring that alarm delivery is set to the right level and time. SensiNet AB assists the client and can help change alarm definitions.
- 1.5. Delivered equipment is SensiNet AB's property until it is fully paid. All units in the system are unique and indelibly numbered and must be covered by the customer's insurance. Until the equipment is fully paid, the customer is responsible for them.
- 1.6. SensiNet AB can deliver the service TermoTjänst™, which means that SensiNet AB only delivers the service / information obtained using the TermoSense® products, equipment installed by the client remains SensiNet AB's property.

## 2. Function Guarantee

- 2.1. SensiNet AB undertakes to provide the number of temperature sensors and TermoSense® receivers/base stations, with normal operating conditions, as stated in the order.
- 2.2. Interventions in the facility, by personnel other than those approved by SensiNet AB, must not be done without written consent from SensiNet AB. In no case should interventions inside the facility's components such as wireless sensors and receivers be done, see 2.3.
- 2.3. At the time of delivery, each unit is calibrated according to SS EN 13486 and sealed to meet regulatory requirements. If a unit is opened, the function guarantee ceases to apply. Any calibration after installation is not included.
- 2.4. The device automatically reports when service is required. If necessary, contact SensiNet AB. Each delivery follows an addressed, franked transport bag in which units are sent to SensiNet AB's service point. After the service has been completed, the unit is returned to the client. If TermoTjänst™ is delivered or service agreements have been signed, this service is included in the agreement and is free of charge.

## 3. Supervision service

- 3.1. Service and maintenance work is done on regular working hours, an annual visit is normally included in the cost of a service agreement. Service due to damage, interference with components or improper use, (eg points 2.2 and 2.3), will be charged according to the applicable tax.
- 3.2. For the inspection and repair work that are difficult to access, the necessary supplements are invoiced. If sensors cannot be found, the client's personnel must assist.

## 4. Limitations on SensiNet AB's responsibility

- 4.1. SensiNet AB is not responsible for any damages due to faults or deficiencies of a subcontractor (dealer or independent installer) that SensiNet AB has engaged. Claims for damages due to faults and deficiencies of a subcontractor shall be directed directly to the subcontractor. SensiNet AB is also not liable for any damages resulting from the client not fulfilling his obligations, such as 1.4.
- 4.2. SensiNet AB is not liable for any consequences or costs arising as a result of:
  - disconnection of the whole or parts of the facility during normal maintenance work or waiting for service.
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  - damage caused by abnormal over or under voltage in the installation, caused by, for example, atmospheric, inductive, nearby electrical subscribers, or electrical grid disorders.
  - virus attacks or other interference from the Internet connection.
  - other circumstances that SensiNet AB cannot reasonably control.
- 4.3. If the electricity supply ceases or is interrupted, the system cannot be assumed to convey alarms, unless the additions according to 1.3 have been specifically made to meet this functionality without interruption.

- 4.4. If contact with, or function of the Internet, mobile phone or third party SMS communication ceases to function, the system cannot be assumed to convey alarms.
- 4.5. If the conditions for TermoTjänst™ after the signing of the agreement change due to regulatory requirements or regulations, SensiNet AB reserves the right to offer additional equipment if necessary. The main rule is that the scope of SensiNet AB's assignment is based on the prevailing authority requirements at the time of conclusion of the agreement.
- 4.6. The equipment utilizes the free 433.92 MHz frequency band for transmitting information. The equipment can, in rare cases, interfere with other equipment that uses the same frequency. This problem usually does not appear until after installation. SensiNet AB does not have these conditions, but can compensate the client for identification and, if possible, remedy such interference.
- 4.7. SensiNet AB cannot be held responsible for direct or indirect consequences due to the lack of information transfer.
- 4.8. SensiNet AB, irrespective of the circumstances, and regardless of the type of damage, direct or indirect, personal or property damage, cannot be liable for compensation with a total amount in addition to the share of the price that the facility's equipment (so-called hardware) payments, in accordance with NL09.
- 4.9. Otherwise limitation of liability according to general terms NL01.

## 5. The client's responsibility

- 5.1. The client provides access to the Internet, for example via a network or an ADSL connection with a modem, unless a Base Station with built-in wireless broadband router is ordered through SensiNet AB.
- 5.2. The customer should assist in the service and calibration of the equipment.
- 5.3. The customer is responsible for ensuring that the equipment is used for specified purposes, and for notifying SensiNet AB if the equipment does not function as intended or if the client's personnel or customers risk being damaged due to the equipment.
- 5.4. The client shall treat all technical information served by SensiNet AB regarding the function of the equipment as internal information and is responsible for ensuring that third parties are not given the opportunity to inspect the equipment for e.g. Reverse engineering. If this happens, the customer is liable for damages in proportion to the damage caused to the supplier, but at least one basic amount.
- 5.5. The customer leaves SensiNet AB free access to the facility for maintenance work. The client provides free staff that can be required with regard to regulations on occupational safety or other safety regulations and provides free necessary ladders, scaffolding or lifting devices, as well as arranging and paying for any costs. relocation of these if the equipment is mounted more than 4 meters above the nearest standing plane. Ladders and scaffolding must be of such a design that they offer adequate safety. Lifting devices must be approved for lifting persons in accordance with the regulations of the National Board of Occupational Safety and Health.
- 5.6. The client is responsible for the equipment in all ways (fire, theft, vandalism, mismanagement, etc.), or through his own signed insurance. Possibility of subscribing to SensiNet AB's equipment insurance is available. Upon request, the client must certify that a valid insurance covering the equipment exists with a certificate.
- 5.7. The client's personnel are given individual login details, where the password must be handled carefully, with an attitude such as PIN codes. If the client's personnel, who have been notified of login details, terminate their employment, their login must be closed immediately. If the client's personnel, who have been notified of login details, are found to be unfaithful to the principal or in a similar manner criminal charges, login must be closed immediately, and SensiNet AB be informed of the circumstances.
- 5.8. The customer accepts SensiNet AB access to its registered temperature data. Registered temperature data may only be used by the client for the intended purpose and may not be shared with third parties other than authority personnel or service companies for maintenance of the client's facility.
- 5.9. This agreement is confidential and may not be disclosed to third parties in any form other than its own legal adviser. The text of the agreement itself is SensiNet AB's intellectual property and protected under applicable copyright law.

## 6. Disconnection of the facility, etc.

- 6.1. If the facility is to be permanently disconnected, dismantled, or moved, SensiNet AB must be informed before the procedure takes place.

## 7. Disputes

- 7.1. Disputes arising from this agreement shall be settled by the Swedish court. Initially in Falu District Court.
- 7.2. In case of dispute, confidentiality shall be observed.