

Terms of use for the Belden Hosted GateManager Servers

Version 1.0, January 2016

These terms supplement the general Terms for Secure Remote Access Solution found here, which are hereby incorporated by reference. In the event of a conflict between these terms and the Terms for the Secure Remote Access Solution, these terms shall control.

1. About the GateManager Servers

1.1 The physical infrastructure related to the GateManager Servers is provided by an independent third party service provider, which is currently Amazon Web Services, subject to its applicable terms and conditions, a copy of which may be found at the following links:

<https://aws.amazon.com/>; and <https://aws.amazon.com/ec2/sla/>.

1.2 Belden may choose to change hosting provider in order to optimize the balance between cost, quality, security and safety. Belden will provide proper notice prior to such relocation, and will take measures to perform the migration without requiring our customers to perform any reconfiguration of equipment.

2. Security Setup and backup

2.1 The Belden GateManager servers have according to industry standards been properly secured against unauthorized access.

2.2 Belden's hosting setup includes logging functions, which ensure that we are able to see which individuals have accessed the Belden GateManager servers and which general actions the user has taken.

2.3 We have set up routines to ensure speedy access to the GateManager Servers in case of a crash.

2.4 The GateManager servers are backed up every 24 hours. The backup is only for use in case of a restore of our systems and cannot be relied upon in case of a loss of data for which the customer is responsible.

3. Bandwidth

3.1 The use of bandwidth to and from the GateManager Servers is not restricted, but Belden reserves the right without notice to temporarily restrict the bandwidth for a particular customer or in general to secure uninterrupted operation.

3.2 If a particular customer has an unusual high consumption of bandwidth Belden may, with a written notice of 2 working days, permanently restrict the customer's bandwidth.

4. Unauthorised use of the GateManager Servers

4.1 Customer may use the GateManager Servers for servicing and monitoring industrial equipment. Unauthorized use of the GateManager servers includes any use that may compromise

security, stability, Internet etiquette or legal regulations, and includes but is not limited to the following kind of use:

4.1.1 The SiteManager mail relaying feature is intended only for sending status mails generated from industrial equipment, or for sending emails in relation to servicing the industrial equipment. Using the mail relaying feature for mass mail distribution or any other purpose that is not directly related to servicing and monitoring industrial equipment is strictly prohibited.

4.1.2 The SiteManager web proxy feature is intended only for industrial equipment to communicate status information with e.g. a central server, or for browsing and file download in relation to servicing the industrial equipment at the site. Using the web proxy feature with the intention to conceal your identity on the Internet, and any form of browsing or file download that is not directly related to servicing industrial equipment is strictly prohibited.

4.1.3 Video streaming is only allowed for temporary servicing of industrial equipment. Video streaming in relation to surveillance or any other form of permanent video streaming is prohibited.

4.2 Belden reserves the right to monitor the use of the GateManager Servers including the content on specific web sites to interrupt and prevent any unauthorised use.

4.3 Belden shall have the right, without being liable towards the customer, to shut down the access to the GateManager Servers without prior warning if a customer makes unauthorised use of the GateManager Servers.

4.4 If Belden shuts down the access due to unauthorised use Belden shall promptly after the shutdown inform the customer in writing of the shutdown and the reason therefore.

4.5 Once the customer has ensured Belden that unauthorised use will not happen again the customer's access may be reopened following payment of a handling fee by the customer.

4.6 The customer shall indemnify and hold Belden harmless against any and all costs and losses incurred as a consequence of the customer's unauthorised use of the GateManager Servers.

5. Security and Privacy Policy

5.1 Customer domains on the Belden hosting servers are isolated from each other, and only trusted Belden employees and necessary third party service providers have access to the domains.

5.2 Belden employees will not access SiteManagers or equipment connected via SiteManagers unless acceptance has been granted by a representative of the owner of the domain.

5.3 Belden may, based on proper documentation of ownership of a SiteManager and based on specific instructions of the owner, release the binding of the SiteManager from the current server domain, so that the owner of the SiteManager can configure it to attach to another domain. (GateManager release 5.4 includes a feature that inspects a "=" as prefix to the domain token

specified in the SiteManager configuration, and which will force moving the SiteManager to the specified domain. Note that Belden will not assist in applying such configuration changes).

5.4 Belden will not assist in making account access (aka joined domains) between different customer domains.

5.5 Certain information related to Your use of the GateManager, including user accounts (but not passwords), used and available licenses, SiteManager devices, and the IP address and description of devices attached to the SiteManager at Your site is accessible to Belden, necessary affiliates and the reseller (if any) that sold GateManager to You.

6. Uptime and Support

6.1 Belden will take measures to ensure a high availability of the servers. However, it is not possible to guarantee an uninterrupted availability and Belden cannot guarantee that the hosted servers offered by Belden will remain unchanged in an infinite future.

6.2 Belden will announce scheduled maintenance on the support section at the Belden website. Additionally a message with the maintenance announcement will be displayed to LinkManager users when they login prior to the scheduled maintenance. Belden will strive to announce maintenance with minimum one week notice, and perform the maintenance outside normal Belden opening hours. There may, however, be situations that require maintenance action with shorter notice or no notice at all. Belden will also take precautions to not interrupt LinkManager sessions with active data transfers that could represent critical project or firmware uploads.

7. Limitation of Liability

7.1 IN NO EVENT SHALL BELDEN BE LIABLE (REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, INCLUDING NEGLIGENCE) FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES BY WHOMEVER INCURRED OF WHATEVER NATURE, INCLUDING DAMAGES FOR LOST PROFITS, DATA, TIME, REVENUES OR THE LIKE, EVEN IF BELDEN IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, BELDEN'S TOTAL LIABILITY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, INCLUDING NEGLIGENCE) FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS EXCEED THE PURCHASE PRICE OF THE PRODUCTS GIVING RISE TO SUCH CLAIMS OR DAMAGES ACTUALLY PAID IN THE MOST RECENT TWELVE (12) MONTHS PRIOR TO THE EVENTS GIVING RISE TO THE CLAIM, AND IN NO EVENT SHALL TOTAL LIABILITY EXCEED \$5,000. THIS SECTION 7.1 SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.

8. Miscellaneous

8.1 Any items not specifically addressed by these terms or the Terms for Secure Remote Access Solution (collectively, the "Belden SRA Terms"), shall be subject to the Belden Inc. General Terms and Conditions of Sale (the "Belden General Terms"), a copy of which can be found at <http://www.belden.com/terms-conditions.cfm>. In the event of a conflict between the Belden SRA Terms and the Belden General Terms, the Belden SRA terms shall control.