

## Terms of use for the Secure Remote Access Solution

(hereinafter the "Terms")

Version 1.0, January 2016

### 1. About the Secure Remote Access Solution and these Terms.

1.1 These Terms regulate the use of the Hirschmann Automation and Control Secure Remote Access Solution (hereinafter "SRA Solution").

1.2 The SRA Solution, is manufactured on behalf of Belden Inc. by Secomea A/S, a Denmark company ("Secomea"), and is being provided and sold to you by Belden Inc., a Delaware corporation (hereinafter, together with its affiliates, "Belden"). Though sold to you by Belden Inc., the SRA Solution may carry the brand of Hirschmann Automation and Control, a Belden Inc. subsidiary.

1.2 The User/You (in singular or plural) mentioned in these Terms shall mean the legal entity using the SRA Solution and/or the legal entity having accepted these terms.

1.3 These Terms shall be considered accepted by the User either by (i) signing these terms as part of a written agreement, (ii) accepting an offer whereto these terms have been attached or (iii) by agreeing to these terms when downloading and installing the LinkManager Software or by installing and using the SiteManager and/or the GateManager (any of (i), (ii) and (iii) shall hereinafter be referred to as the "Agreement").

1.4 Even if the User is using its own terms and conditions when purchasing goods and services these Terms shall prevail once the User has installed the LinkManager unless Belden expressly in writing has agreed to be bound by the User's terms and conditions.

1.5 Any items not specifically addressed by these 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 these Terms and the Belden General Terms, these Terms shall control.

### 2. The SRA Solution

2.1 The SRA Solution ensures easy and safe remote access to the User's industrial equipment such as PLC, Servers, HMI/Panels, Cameras etc., that is connected to the SRA Solution (hereinafter "Industrial Equipment")

2.2 The SRA Solution consists of the following: SiteManager, LinkManger (Windows client software and LinkManager Mobile web access feature) and GateManager (hosted by a third party service provider or installed with the User).

2.3 The SRA Solution works together with the User's Industrial Equipment via an interface decided by the customer, such as Ethernet, serial or USB or other interfaces supported by the SRA Solution.

2.4 The SRA Solution requires that the SiteManager component that interfaces to the Industrial Equipment is allowed to access the central GateManager via the local network, or via a wireless broadband connection.

2.5 The current SRA Solution and its variations are described in detail on [www.beldensolutions.com](http://www.beldensolutions.com).

2.6 In case of a discrepancy between product information in hard copy and the description on [www.beldensolutions.com](http://www.beldensolutions.com) the latter shall prevail.

2.7 The SRA Solution is only to be used with Industrial Equipment prepared for safe remote access.

2.8 The SRA Solution has a high level of built-in security but the built-in security cannot and should not substitute or prevent the User from taking proper security measures in order to keep the Industry Equipment safe and protected against unauthorised access.

2.9 The User accepts that functionality and/or the user interface of the SRA Solution may be amended in connection with system updates.

2.9.1 In case of major amendments, Belden will give notice of such amendments in due time before such amendments are implemented in order for the User to be able to take proper measures.

2.10 The User acquires a non-exclusive right of use for the SRA Solution.

2.11 The User shall be solely liable for all setup and configuration of the SRA Solution.

2.12 It is the User's sole responsibility that the User's Industry Equipment is adequate enabled for remote access and at all times is well maintained.

### 3. Installation and Configuration

3.1 Any installation of the SRA Solution is contingent upon the User providing the following at User's own cost and effort:

3.1.1 Adequate Internet access;

3.1.2 Adequate user rights on personal computer;

3.1.3 Adequate personal computer and mobile devices with internet access;

3.1.4 Adequate knowledge of electrical wiring of Industrial Equipment; and

3.1.5 Adequate authority to apply the SRA Solution to the Industrial installation.

3.2 Prior to installing the SRA Solutions, the User shall ensure that the Industry Equipment to be used with the SRA Solution is remote access enabled and is capable of communicating with the SRA Solution.

3.3 The SRA Solution is installed and configured by the User.

3.4 All data are transmitted in standard formats supported by the SRA Solution.

3.5 Belden is not liable or responsible for data transmission to and from the Industrial Equipment, as Belden has no control over the internet or the User's internal IT installations. Nor is Belden liable or responsible for the correctness of data received.

3.6 The User has been made aware that data between the Industry Equipment and the SiteManager may be transferred in a non-encrypted format.

3.7 The User has been made aware that data to and from the LinkManager Mobile may be transferred in a non-encrypted format.

3.8 The User has been made aware that all data between SiteManager and GateManager and GateManager and LinkManager is encrypted.

#### 4. Consultancy Assistance and Support

4.1 The SRA Solution is provided AS IS. The User has to decide whether the chosen SRA Solution is fit for User's purpose.

4.2 Consultancy assistance and training from Belden in connection with purchase, installation and start-up must be acquired separately and is NOT comprised by these terms.

4.3 Unless otherwise agreed, the User has free e-mail/web support all working days between 09:00 a.m. and 17:00 p.m. CET.

4.4 Belden will reply to enquiries on a "first come, first served" basis. The initial response time usually does not exceed twenty-four (24) hours during working days.

#### 5. Software

5.1 The LinkManager is client computer software developed by Secomea and maintained by Belden and Secomea. The LinkManager software is designed to be installed on personal Windows computers.

5.2 The LinkManager software only functions properly as part of the SRA Solution.

5.3 The LinkManager software is downloaded from [www.beldensolutions.com](http://www.beldensolutions.com) in the version present at the time of download.

5.4 The User is entitled to install the downloaded software on an unlimited number of User's personal computers.

5.5 The LinkManager Mobile and the GateManager Administrator portal are both web access clients and they are designed to be used from computer platforms with a browser supporting TLS 1.0 encryption and java script.

5.6 Due to LinkManager Mobile and the GateManager Administrator portal being integrated parts of GateManager, updates to these clients may occur in conjunction with updates of the GateManager server.

5.7 The LinkManager, LinkManager Mobile and GateManager Portal clients are maintained by Belden and/or Secomea on an on-going basis.

5.8 Access to updates may be contingent upon paying the annual maintenance fees depending on the type of agreement the User have with Belden/ its resellers.

5.9 It is the sole responsibility of the User to maintain the LinkManager software.

5.10 Any support provided by Belden for the LinkManager software is contingent upon the LinkManager software being fully updated.

5.11 If User is using its own GateManager server, any support provided by Belden for the LinkManager Mobile and GateManager Administrator Portal is contingent upon the GateManager software being fully updated.

5.12 The use of the LinkManager software and LinkManager Mobile is restricted as follows:

5.12.1 This License does not convey to You with an interest or ownership in or to the LinkManager or LinkManager Mobile software, or its documentation but only a limited right of use always subject to the terms of these Terms of use.

5.13 You are made aware that any attempt to access Your Industrial Equipment via the LinkManager Software requires that You have purchased the necessary license and that these licenses are duly registered with us. Belden recommends that all software and access to software hosted by us is thoroughly tested prior to any production use.

5.14 You are entitled only to allow access to the LinkManager software for individuals who are working for the entity who has accepted these terms. Accesses to Your Industrial Equipment by individuals who are not covered by these terms are Your sole responsibility.

5.15 You are permitted to back up the LinkManager software in accordance with good industry practice, however, a new copy of the Software may at all times be downloaded from Belden's web site (excluding any of Your data). Backup copies on transportable data media must be marked as such and bear copyright notices as to the ownership of the software by Belden and Secomea. Backup copies must be kept in a secure place and destroyed IMMEDIATELY if the right to use ceases and You must, if requested by Belden, sign an affidavit to this effect.

5.16 Your use rights hereunder only pertain to the version (1.x, 2.0 etc.) of the software that was purchased by You and is stated on the sales invoice to You by Belden.

5.17 You accept that the software may be disabled AUTOMATICALLY OR by Belden if You breach the terms of these Terms of use and/or in case of non-payment of any fees due AND/OR IN CASE OF NON-VALIDATION OF THE SOFTWARE. You may not give away, rent, lease or sell the LinkManager software alone or together with Your access to the Link Manager mobile or assign or otherwise transfer Your rights under these terms of use unless agreed in writing with Belden or as contemplated by Section 15.2 of these Terms. Except as to the extent set forth by mandatory legislation in Your jurisdiction, You may not amend, modify, make additions, deletions or changes to the LinkManager software nor may You reverse engineer, decompile, disassemble or in any other manner attempt to derive source code from the LinkManager software. If under mandatory

legislation You are required to decompile the LinkManager software You agree that, prior to decompiling the LinkManger software, You will give written notice to Belden requiring Belden within a reasonable, limited period of time (which cannot be less than ninety (90) calendar days) to provide the information and documentation necessary to produce interoperability. You are entitled to decompile the LinkManager software only after Belden has failed to comply with such notice within the reasonable, limited time period.

5.18 You agree to maintain all copyright notices on any full and partial copies of the LinkManager software and its documentation. You must not use or allow any third party to use the LinkManager software in any manner that may infringe any intellectual property rights, including without limitation patents, copyrights and trade mark rights or any proprietary or trade secret interests.

## 6. Embedded software / firmware

6.1 The terms of use applying to the LinkManager software shall also apply to the embedded firmware in the physical SiteManager and GateManager.

## 7. Rights

7.1 All rights, including full copyright for SiteManager, GateManager and LinkManager software and any embedded firmware and all subsequent versions of the aforementioned, shall exclusively belong to Belden or its suppliers, regardless of whether the User has contributed with ideas/input/tests etc. for the development of new functionality, design, interface, etc.

## 8. Audit

8.1 You are at all times obliged to ensure that Your use of the SRA Solution corresponds to these Terms and Your recurring payments.

8.2 You accept that if You are using the GateManager Server Belden may validate and monitor Your use of the Solution to the extent necessary for ensuring compliance with Your rights granted under these Terms.

8.3. You accept that if You operate Your own GateManager Server this Server will once each month generate an Audit report to Belden informing Belden of the number of connected SiteManagers in order for Belden to service GateManager maintenance agreement. You are not allowed to prohibit Your GateManager from sending the Audit Report to Belden, unless other means of timely delivery of the Audit Report have been explicitly agreed with Belden in writing. If Belden does not receive the Audit Report once each month Belden may invoice You based on the last report we have received with an addition of 100 %

8.4 The audits shall allow Belden to check that the usage corresponds to Your agreement with Belden, to ensure that Belden receives the payments to which Belden is entitled and furthermore to observe that the Solution is used according to these Terms.

8.5 If Belden does not receive the report mentioned in 8.3 once a month, or if the report is delayed numerous times, You shall allow Belden access to on-site audit in order for Belden to ensure that the usage corresponds to Your Agreement with Belden, to ensure that Belden receives the

payments to which Belden is entitled and further to observe that the Solution is used according to these Terms. Belden may only conduct one audit every twelve (12) month period unless Belden can show that You deliberately obstruct sending out the monthly report. When conducting the on-site audit Belden shall observe any reasonable on-site rules and regulations.

8.6 You shall at Your own cost assist Belden in performing any such audits and shall, at Belden 's request, perform any measurement of the utilization and installations requested by Belden and report the result of such measurements to Belden without undue delay.

8.7 If Your usage of the SRA Solution exceeds the agreed usage, or if Belden can otherwise demonstrate that additional fees are due, then Belden is entitled to invoice You in accordance with Belden's general price list. Belden's right to such payments shall not lapse even if Belden does not claim the payments upon the audit but only at a later date.

8.8 Nothing in the above shall restrict Belden from exercising any other remedies, including without limitation the right to terminate the User's right of use of the SRA Solution.

## 9. Warranty

9.1 REGARDLESS OF HOW YOU ARE USING THE SRA SOLUTION, EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 9, THE SRA SOLUTION IS PROVIDED "AS IS" AND BELDEN MAKES NO WARRANTIES WHATSOEVER REGARDING THE SRA SOLUTION'S FITNESS FOR ANY PARTICULAR PURPOSE. FOR THE AVOIDANCE OF DOUBT, NO WARRANTY (INCLUDING ANY WARRANTY REFERENCED IN THE BELDEN GENERAL TERMS) OTHER THAN THE WARRANTY PROVIDED BY THIS SECTION 9 SHALL BE APPLICABLE TO THE SRA SOLUTION.

9.2 Belden warrants that, for a period of twenty-four (24) months from the date of your purchase of the SRA Solution, the SRA Solution shall be free from material defect in workmanship or material. The aforementioned warranty shall not cover defects caused by normal wear and tear, inadequate maintenance or faulty repair after delivery, modifications undertaken by You without Belden's written consent, failure to observe operating instructions or defects resulting from other reasons beyond Belden's reasonable control.

9.3 Warranty claims shall be made in the following manner:

9.3.1 Any warranty claim made pursuant to this Section 9 shall be made no later than 10 days after the expiry of the warranty period in order for the claim to be valid.

9.3.2 Any warranty claim made pursuant to this Section 9 shall be accompanied by the following documentation:

9.3.2.1 detailed information about the products on which the warranty claim is made, including all relevant product information in order for Belden to be able to identify the product;

9.3.2.2 a copy of the invoice covering the product in question;

9.3.2.3 information of the date when You downloaded the product in question; and

9.3.2.4 a detailed description of the claimed defect to allow Belden to replace the defect or to establish the likely causes of the defect.

9.4 If, following a properly filed warranty claim, it is determined that a product does not operate as warranted within the warranty period, Belden shall, at its option and expense, repair the defective product or deliver an equivalent product to replace the defective item. Replacement products may be new or reconditioned. All products that are deemed effective and replaced will become the property of Belden. See the Hirschmann RMA policy referenced in the Belden General Terms for additional information on returns.

## 10. GateManager - Accessibility and Maintenance

10.1 In case You are using and operating Your own purchased GateManager the following shall apply:

10.1.1 You are solely responsible for opening the necessary ingoing and outgoing ports in Your firewalls in order for the GateManager to function as specified.

10.1.2 You are solely responsible for operating a mail server through which the GateManager can send e-mails in order for the GateManager to function as specified.

10.1.3 You are solely responsible for operating the GateManager including maintenance, backup and any claims from Your own customers due to Your use of the GateManager.

10.2 In case You are using a hosted GateManager server additional Terms of Use may apply.

## 11. Communication

11.1 Belden may use User's e-mail(s) for all types of communication, including service messages, demands and reminder letters and notices concerning news in SRA Solution or other services provided by Belden.

## 12. Security Setup and Backup

12.1 SRA Solution has been properly secured against unauthorized access.

12.2 SRA Solution includes logging functions, which ensure that You are able to see which individuals have accessed the SRA Solution and which general actions the user has taken.

12.3 Belden does not make any backups of any kind of the SRA Solution save for the hosted GateManager. Any backup of Your SRA Solution is therefore Your sole decision and responsibility.

## 13. Liability and Waiver

13.1 User shall be solely liable for any use of SRA Solution, including access to LinkManager, SiteManager and GateManager.

13.2 Belden shall not be liable for any inability to access SRA Solution caused by:

13.2.1 Problems with the User's Internet access/ability to connect to the SRA Solution or internal IT-systems regardless of the reason;

13.2.2 Problems with the User's Industrial Equipment, regardless of the reason;

13.2.3 General telecommunication problems, i.e. cable breakdown, heavy traffic etc.;

13.2.4 Unknown errors in hardware operating equipment supplied by Belden;

13.2.5 Updates and other required maintenance of SRA Solution;

13.2.6 Extraordinary circumstances which are beyond the control of Belden, its affiliates or its or their partners and/or sub-suppliers, and which could not or should not reasonably have been foreseen and should not have been avoided or overcome when entering into this agreement.

#### LIMITATION OF LIABILITY

13.4 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 13.4 SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.

#### 14. Duty of Confidentiality

14.1 Belden and its employees, sub-suppliers and advisors shall observe strict confidence as regards any information about the User's business affairs and other confidential information coming into their possession in connection with the set-up, operation and performance of this agreement. Notwithstanding anything herein to the contrary, Belden shall be permitted to share information related to your acquisition and use of the SRA Solution with its third party service providers as may be necessary to provide the services contemplated by these Terms.

#### 15. Termination, cancellation and expiry

15.1 The agreement on User's access to the Hosted GateManager may be terminated by either User or Belden by providing three (3) months' written notice to the other party.



15.2 Any Agreement on extended Support and Maintenance may be terminated by either User or Belden by providing six (6) months' notice to the other party.

15.3 If User does not pay any fee due or other amounts due to Belden, Belden is entitled to close down the User's access to the hosted GateManager, the LinkManager app and any updates available. Only in the event that the User has not paid the amount due within 10 (ten) days after receipt of a reminder letter is Belden entitled to effectuate closedown.

15.4 The access to the hosted GateManager, the LinkManager app and updates cannot be restored until User has paid all amounts due, including all costs.

15.5 In addition, either party may cancel the Agreement if the other party has not remedied a material breach at the latest ten (10) working days after having received a written notice thereof.

## 16. Assignment of the Agreement

16.1 Belden is free to assign rights and/or liabilities under the Agreement to a third party without prior written consent from the User. Furthermore, Belden may use sub-suppliers to fulfil all of or parts of this agreement.

16.2 The User may not assign the right of use to any third party without Belden's prior written consent; provided, however, that the User may assign the right of use to any successor-in-interest pursuant to a sale, merger or change of control.

16.3 For the avoidance of doubt, any rights or obligations of Belden Inc. provided by these Terms (including as they may be supplemented by the Terms of Use for Hosted GateManager Servers), including but not limited to any rights related to ongoing service obligations or audit rights, may be performed by one or more of Belden Inc.'s affiliates or subsidiaries.

## 17. Governing law and disputes

17.1 The agreement between the parties and any matters related thereto shall be governed by the law of Delaware, excluding its conflicts of law principles. The Parties further agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

17.2 Any suit, action or proceeding against Belden s concerning these Terms shall be brought in the United States Federal Court sitting in the State of Delaware, and You hereby submit to the exclusive jurisdiction of such court.

17.3 If a condition of these Terms should be or should become invalid or void, the validity of the remaining conditions shall not be affected thereby. In such an event, the invalid or void condition is to be understood, interpreted or replaced so that the economic purpose pursued through it is achieved.