

Konect Global Data Service Online Services Use Rights

June 2012

Konect Global Data Service Online Services

1. General License Terms. You may access and use the online service as described below.

I) Universal Terms.

These Online Services Use Rights apply to use of all Campbell Scientific software and online services licensed under your Konect Global Data Service Subscription Agreement.

- a. **Your Use Rights.** If you comply with your Konect Global Data Service Subscription Agreement, including these Online Services Use Rights, you may use the software and online services only as expressly permitted in these Online Services Use Rights.
- b. **Third Party Programs.** If other terms come with a program licensed by a third party, those terms apply to your use of it.
- c. **Pre-release Code.** If other terms come with pre-release code, those terms apply to your use of it.
- d. **Updates and Supplements.** We may update or supplement the software you license. If so, you may use that update or supplement with the software. If other terms come with an update or supplement, those terms apply to your use of it.
- e. **Technical Limitations.** You must comply with any technical limitations in the products that only allow you to use them in certain ways. You may not work around them.
- f. **Other Rights.** Rights to access the software on any device do not give you any right to implement Campbell Scientific patents or other Campbell Scientific intellectual property in software or devices that access that device.
- g. **Additional Functionality.** We may provide additional functionality for the products. Other license terms and fees may apply.
- h. **Data Transfer Notices.** Campbell Scientific may provide Internet based services with the products. It may change or cancel the services at any time. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

(1) **Consent for Data Transfer through Internet based Services.**

Campbell Scientific or our service provider computer systems may require transmitting data over the Internet. By using our Online Service features, you consent to the transmission of data and your information. Campbell Scientific does not use the information to identify or contact you.

(2) **Computer Information.** These features use Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you installed the software. Campbell Scientific uses this information only to make the Internet based services available to you.

(3) **Use of Information.** Campbell Scientific may use the computer information, error reports, Malware reports and URL filtering reports to improve our software and services. We may also share it with others, such as hardware and software vendors. They may use the information to improve how their products run with Campbell Scientific software.

(4) **Misuse of Internet based Services.** You may not use these services in any way that could harm them or impair anyone else's use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

- i. **Product Activation.** Some products require activation to install or access them. Activation associates the use of the software with a specific device. You are responsible for both the use of keys assigned to you and activation of products. You should not disclose keys to third parties.

(1) **Activation.** During activation, the software will send information about the software and the device to Campbell Scientific. The information sent to Campbell Scientific during activation includes:

- the version, language and product key of the software
- the Internet protocol address of the device
- information derived from the hardware configuration of the device.

By using the software, you consent to the transmission of this information. Before you activate, you have the right to use the version of the software installed during the installation process. Your right to use the software after the time

specified in the installation process is limited unless it is activated. This is to prevent its unlicensed use. You are not licensed to continue using the software after that time if you do not activate it. If the device is connected to the Internet, the software may automatically connect to Campbell Scientific systems for activation. You can also activate the software manually by Internet or telephone. If you do so, Internet and telephone service charges may apply. Some changes to your computer components or the software may require you to reactivate the software. The software will remind you to activate it until you do.

(2) **Unauthorized Use of Keys.** Campbell Scientific may take any of these actions related to unauthorized use of keys:

- prevent further activations
- deactivate
- otherwise block the key from activation or validation.

Key deactivation may require the customer to acquire a new key from Campbell Scientific.

- j. Online Service and Software Upgrade.** If we provide a major upgrade, you must install the upgrade on all devices using the online service to prevent an interruption of the online service.
- k. Required Connection.** Each user to whom you assign a Konect Passport ID or Campbell Scientific Online ID must connect each device upon which they have installed the software to the Internet at least once every 30 days. If a user does not comply with this requirement, the functionality of the software may be affected.
- l. Remote Use.** You may allow other users to remotely access the software to provide you with support services. No other remote access use is permitted.
- m. Subscription Validation.** Campbell Scientific may automatically check the version of any version of software installed by your users on any device. Devices on which the software is installed may periodically provide information to verify that the software is properly licensed and that the Term has not expired. This information includes the software version, the user's Konect Passport ID, product ID information, a machine ID, and the internet protocol address of the device. If the software is not properly licensed, its functionality will be affected. You may only obtain updates or upgrades for the software from Campbell Scientific or authorized sources. **By using the software, you consent to the transmission of the information described in this section.**
- n. Media Elements and Templates.** Media images, clip art, animations, sounds, music, video clips, templates and other forms of content are "media elements". You may have access to media elements provided with the software or as part of a related service. You may copy and use those media elements in projects and documents. You may not:
- sell, license or distribute copies of the media elements by themselves or as a product if the primary value of the product is the media elements;
 - grant your customers rights to further license or distribute the media elements;
 - license or distribute for commercial purposes media elements that include the representation of identifiable individuals, governments, logos, trademarks, or emblems or use these types of images in ways that could imply an endorsement or association with your product, entity or activity; or
 - create obscene or scandalous works using the media elements.

II) Additional Terms.

a. License Terms Updates. We may update these license terms from time to time. Changes to these license terms that we either introduce with updates or supplements or are required by law to make, or that do not materially affect your use of the online service will apply immediately. For any other changes, your use of the online service under any existing license type will be governed by these license terms without those updates during the greater of either:

- 12 months from the time you first use it or
- the length of your committed term.

We will endeavor to notify you of updates at least 30 days before they are generally effective. You agree to the new terms by using the online service after we publish them in these Konect Global Data Service Online Services Use Rights or send you an email notice about the updates.

b. Online Service Updates. We may modify the functionality or features or release a new version of the online service and software from time to time. After an update, some previously available functionality or features may change or no longer be available. If we update the online service or software and you do not use the updated online service or software, some features may not be available to you and your use of the online service and software may be interrupted.

c. Suspension of an Online Service.

(1) **Online Services Suspension.** We may suspend an Online Service in whole or in part in the following circumstances:

- if we believe that your use of the Online Service represents a direct or indirect threat to our network function or integrity or anyone else's use of the Online Service;
 - if reasonably necessary to prevent unauthorized access to Customer Data;
 - to the extent necessary to comply with legal requirements; or
 - if you do not abide by the Scope of Use section of the Konect Global Data Service Online Services Use Rights or violate other terms of your Konect Global Data Service Subscription Agreement.
- (2) **Our suspension promise.** Any suspension of an Online Service pursuant to this section shall apply to the minimum necessary portion of the Online Service and will only be in effect for as long as reasonably necessary to address the issues giving rise to the suspension.
- (3) **Notice of suspension.** We will provide advance notice before suspending an Online Service, except where we reasonably believe an immediate suspension is required.
- (4) **Our right to terminate the Online Service.** If you do not fully address the reasons for the suspension within 30 days after we suspend your Online Service, we may terminate your Subscription and reserve the right to delete your Customer Data without any retention period.
- d. Online Service Expiration or Termination.** Upon expiration or termination of your online service subscription, you must contact Campbell Scientific and tell us whether to:
- (1) disable your account and then delete your customer data; or
- (2) retain your customer data stored in the online service in a limited function account for at least 90 days after expiration or termination of your subscription (the "retention period") so that you may extract the data.
- If you indicate (1), you will not be able to extract your customer data from your account. If you do not indicate (1) or (2), we will retain your customer data in accordance with (2).
 - Following the expiration of the retention period, we will disable your account and then delete your customer data.
 - **No Liability for Deletion of Customer Data.** You agree that, other than as described in these terms, we have no obligation to continue to hold, export or return your customer data. You agree that we have no liability whatsoever for deletion of your customer data pursuant to these terms.
- e. Availability of Online Service.** Availability of the online service, some of its functionality and language versions vary by country. End users may only use the online service, or certain functionality of online service, as is made available in the primary location of the end user.
- f. Responsibility for Your Accounts.** You are responsible for your passwords, if any and all activity with your online service accounts including that of users you provision and dealings with third parties that take place through your account or associated accounts. You must keep your accounts and passwords confidential. You must tell us right away about any possible misuse of your accounts or any security incident related to the online service.
- g. Use of Software with the Online Service.** You may need to install certain Campbell Scientific Limited software in order to sign into and use the online service. If so, the following terms apply:
- **Campbell Scientific Limited Software License Terms.** You may install and use the software on your devices only for use with the online service. Your right to use the software ends when your right to use the online service terminates or expires, or when we update the online service and it no longer supports the software, whichever comes first. You must uninstall the software when your right to use it ends. We may also disable it at that time.
 - **Automatic Updates for Campbell Scientific Limited Software.** From time to time, we may check your version of the software and recommend or download updates to your devices. You may not receive notice when we download the update.
- h. Use of Other Web Sites and Services.** You may need to use certain Campbell Scientific web sites or services to access and use the online services. If so, the terms of use associated with those web sites or services, as applicable, apply to your use of them.
- i. Third Party Content and Services.** We are not responsible for any third party content you access directly or indirectly via the online service. You are responsible for your dealings with any third party (including advertisers) related to the online service (including the delivery of and payment for goods and services).
- j. No High Risk Use.** The online services are not guaranteed to be error free or to operate uninterrupted. Neither you nor your end users have the right to use the online services in any application or situation where the online services' failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Examples of High Risk Use include, but are not limited to: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems. High Risk Use does not include utilization of online services for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which

would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function. You agree to indemnify and hold Campbell Scientific harmless from any third-party claim arising out of the use of the online services in connection with any High Risk Use.

- k. Acquired Rights.** You will defend us against any claim that arises from (1) any aspect of the current or former employment relationship between you and any of your current or former personnel or contractors or under any collective agreements, including, without limitation, claims for wrongful termination, breach of express or implied employment contracts, or payment of benefits or wages, unfair dismissal costs, or redundancy costs, or (2) any obligations or liabilities whatsoever arising under the Acquired Rights Directive (Council Directive 2001/23/EC, formerly Council Directive 77/187/EC as amended by Council Directive 98/50/EC) or any national laws or regulations implementing the same, or similar laws or regulations, (including the Transfer of Undertakings (Protection of Employment) Regulations 2006 in the United Kingdom) including a claim from your current or former personnel or contractors (including a claim in connection with the termination of their employment by us following any transfer of their employment to us pursuant to such laws or regulations).
- l.** You must pay the amount of any resulting adverse final judgment (or settlement to which you consent). This section provides our exclusive remedy for these claims. We must notify you promptly in writing of a claim subject to this section. We must (1) give you sole control over the defense or settlement of such claim; and (2) provide reasonable assistance in defending the claim. You will reimburse us for reasonable out of pocket expenses that we incur in providing assistance.
- m. Your Customer Data.** You may be able to submit customer data for use in connection with the online service. "Customer data" are all data, including all text, sound, or image files and software that are provided to us by, or on behalf of, you through your use of the online service. When you submit customer data for use with any online service that enables communication or collaboration with third parties, you acknowledge that those third parties may then be able to:
- Use, copy, distribute, display, publish, and modify your customer data;
 - Publish your name in connection with the customer data; and
 - Facilitate others' ability to do the same.

Some online services may offer functionality that restricts third parties' ability to do so. It is your responsibility to make use of that functionality as appropriate for your intended use of your customer data.

You agree to secure rights in your customer data necessary for us to provide you the online service without violating the rights of any third party, or otherwise obligating Campbell Scientific to you or any third party. Campbell Scientific does not and will not accept any obligations set forth in any separate license or other agreement that may apply to your customer data or use of the online service.

- n. Ownership of customer data.** As between the parties, you retain all right, title and interest in and to customer data. We acquire no rights in customer data, other than the rights you grant to us for the applicable online service. This does not apply to software or services we license you.
- o. Privacy.** Personal data collected through the online service may be transferred, stored and processed in the United Kingdom or any other country in which Campbell Scientific or its service providers maintain facilities. This includes any personal data you collect using the service. By using this online service, you consent to transfer of personal data outside of your country. You also agree to obtain sufficient authorization from persons providing personal data to you, to:
- transfer that data to Campbell Scientific and its agents, and
 - permit its transfer, storage and processing.

If you are an educational institution, you shall be responsible for any parental consent for any end users' use of the online service as may be required by applicable law.

p. Use of Customer Data; Third-Party Requests.

Customer data will be used only to provide you with the online service. This may include troubleshooting aimed at preventing, detecting and repairing problems affecting the operation of the online service and the improvement of features that involve the detection of, and protection against, emerging and evolving threats to the user (such as malware or spam).

We will not disclose customer data to a third party (including law enforcement, other government entity, or civil litigant; excluding our subcontractors) except as you direct or unless required by law. Should a third party contact us with a demand for customer data, we will attempt to redirect the third party to request it directly from you. As part of that, we may provide your basic contact information to the third party. If compelled to disclose customer data to a third party, we will use commercially reasonable efforts to notify you in advance of a disclosure unless legally prohibited. You are responsible for responding to requests by a third party regarding your use of the online service, such as a request to take down content under the Copyright and Related Rights Regulations 2003 or the Digital Millennium Copyright Act.

q. Security of Customer Data.

We will implement reasonable and appropriate technical and organizational measures, applicable to the online service to help secure your customer data processed or accessed by the online service against accidental or unlawful loss, access, or disclosure. You agree that these measures are:

- our only responsibility with respect to the security and handling of customer data; and

- in place of any confidentiality obligation contained in your Konect Global Data Service Subscription Agreement or any other non-disclosure or confidentiality agreement.

r. Scope of Use. You may not:

- use the online service in a way that is prohibited by any law, regulation or governmental order or decree in any relevant jurisdiction, or that violates others' legal rights;
- use the online service in a way that could harm it or impair anyone else's use of it;
- use the online service to try to gain unauthorized access to any service, data, account or network by any means;
- falsify any protocol or email header information (e.g., "spoofing");
- use the online service to send "spam" (i.e., unsolicited bulk or commercial messages), to distribute malware, or otherwise make available any offering designed to violate these terms (e.g., denial of service attacks, etc.); or
- remove, modify, or tamper with any regulatory or legal notice or link that is incorporated into the online service.

s. Regulatory. We may modify or terminate the online service in any country where there is any current or future government requirement or obligation that subjects Campbell Scientific to any regulation or requirement not generally applicable to businesses operating there, presents a hardship for Campbell Scientific to continue operating the online service without modification, and/or causes Campbell Scientific to believe these terms or the online service may be in conflict with any such requirement or obligation. For example, we may modify or terminate the online service in connection with a government requirement that causes Campbell Scientific to be regulated as a telecommunications provider.

t. Electronic Notices. We may provide you with information about the online service in electronic form. It may be via email to the address you provide when you sign up for the online service, or through a web site that we identify. Notice via email is given as of the transmission date. As long as you use the online service, you have the software and hardware needed to receive these notices. You may not use the online service if you do not agree to receive these electronic notices.