



## **Terms and conditions Semiotic Labs B.V.**

Smart Asset Monitoring 4

Version: 2.0

Date: 7 December 2018

Semiotic Labs B.V., located in Leiden and registered with the Dutch Chamber of Commerce under number 64305635 (hereinafter: “**Semiotic Labs**”) provides smart asset monitoring through sensors, algorithms and a dashboard that provides actionable information about AC induction motors and rotating equipment (hereinafter: “**SAM4**”). Through its installed sensors, Semiotic Labs collects data which is stored and analyzed in the cloud. This analysis will be used to provide you with actionable insights about health, performance and energy metrics of your assets.

Use of SAM4 is subject to the below terms and conditions. The applicability of general terms and conditions of your company is explicitly rejected, unless explicitly agreed otherwise in writing. Deviations from these terms and conditions are possible only by means of a written confirmation by Semiotic Labs

---

## **1. Use of the service**

1. SAM4 is offered for the purpose of condition monitoring of electric motors within your company. The manner in which the motors are monitored shall be determined in consultation between you and Semiotic Labs and will be further detailed in the quotation of Semiotic Labs. Upon acceptance of the quotation of Semiotic Labs, the agreement is entered into (hereinafter: the “**agreement**”).
2. You will be granted access to SAM4 as soon as possible after you have arranged for the installation of the hardware and sensor provided by Semiotic Labs ("Hardware"). For a working SAM4 solution, you will have to ensure properly installed Hardware and working network functionality.
3. It is not permitted to use SAM4 for any purpose that violates Dutch or other applicable law or regulation.
4. If in the opinion of Semiotic Labs, the continued functioning of SAM4 or other services is actually or under threat of being damaged or jeopardized, for example through excessive transmission of data, security breaches or virus activities, Semiotic Labs may take all steps it deems reasonably necessary to end or avert such damage or jeopardy.

---

## **2. Hardware**

1. You may either buy the Hardware from Semiotic Labs in conjunction with SAM4 or rent the Hardware from Semiotic Labs as part of the SAM4 service agreement.
2. Hardware shall be delivered Free Carrier (FCA – Incoterms 2010).
3. You shall grant Semiotic Labs (or third parties engaged by it) access to your premises, systems and networks if and insofar this is required for the services provided by Semiotic Labs. When services are provided at your premises or on another location appointed by you, you shall make available all reasonably desired facilities and resources free of charge.
4. You shall immediately notify Semiotic Labs if you experience technical problems or other difficulties with regard to the Hardware.

### *purchase of the Hardware*

5. If you purchase the Hardware, the following applies.
  1. The Hardware contains embedded software. The intellectual property rights to this software remain with Semiotic Labs or its supplier(s) (including suppliers of open source software). With the purchase of the Hardware Semiotic Labs grants you a limited license for the use of the software only in the Hardware. Additionally, you will have to adhere to the applicable open source software license provisions. Amongst others, you are not entitled to copy, amend or reverse engineer the software or use, publish or distribute it other than solely in the Hardware. Unless explicitly agreed otherwise in

writing, Semiotic Labs does not give any warranties with regard to the embedded software and it does not provide maintenance (updates, upgrades) or support with regard to the embedded software.

2. Unless extended in the agreement, a warranty period of one year applies to purchased Hardware. During this period Semiotic Labs will repair or replace defective hardware and sensors free of charge in case of manufacturing defaults and normal wear, provided that the Hardware has not been tampered with, normally within 10 working days after an issue has been reported. In other instances, for example in case of improper or negligent use, Semiotic Labs may charge all reasonable repair or replacement costs.

#### *rental of the Hardware*

6. If you rent the Hardware, the following applies.
  1. Any Hardware rented to you by Semiotic Labs remains property of Semiotic Labs. You obtain the right to use the Hardware in accordance with these terms and conditions for the term of the agreement.
  2. Semiotic Labs will repair or replace defective Hardware free of charge in case of manufacturing defaults and normal wear, normally within 10 working days after an issue has been reported. In other instances, for example in case of improper or negligent use, Semiotic Labs may charge all reasonable repair or replacement costs.
  3. You are not allowed to make any modifications to Hardware (including any software installed on Hardware) provided by Semiotic Labs. Semiotic Labs cannot be held liable for any damage resulting from such modifications and may charge you with all reasonable costs made to repair or replace the modified Hardware.
  4. It is forbidden to transfer, hire out, pledge or create or enforce rights on the Hardware without prior written consent of Semiotic Labs.
  5. Hardware shall be returned to Semiotic Labs within two weeks after termination of the agreement, unless otherwise agreed upon with Semiotic Labs in writing.
  6. Within 10 working days after the agreement has ended you will return the Hardware to Semiotic Labs via parcel post. You are responsible for proper packaging and for paying any related shipment costs. You shall follow reasonable instructions of Semiotic Labs related to packaging and shipment. Semiotic Labs will check the Hardware as soon as possible after receipt and may charge reasonable repair or replacement costs if the Hardware are damaged.

---

### **3. Installation and configuration**

1. Semiotic Labs will provide you with clear instructions on how to install and configure the Hardware.
2. Within 14 days after you have been granted access to the user interface you shall evaluate whether SAM4 meets the functional or technical requirements agreed upon beforehand.

---

### **4. Availability and maintenance**

1. Semiotic Labs uses its best efforts to have the service SAM4 available at all times but is only willing to make specific guarantees if a separate *service level agreement* is concluded with Semiotic Labs.
2. Semiotic Labs actively maintains SAM4. Maintenance will normally not affect availability. If negative impact is expected, Semiotic Labs shall use its best efforts to announce such maintenance in advance.
3. Semiotic Labs actively develops SAM4. New features and versions will be released frequently.

4. If you have any practical or technical questions regarding SAM4, you may contact the helpdesk of Semiotic Labs via telephone during opening hours (Monday to Friday from 9 AM to 5.30 PM CE(S)T excluding official Dutch holidays) or via e-mail twenty-four hours a day, seven days a week. Contact details of Semiotic Labs are available on [www.semioticlabs.com](http://www.semioticlabs.com).
5. Semiotic Labs endeavors to respond to helpdesk requests within 1 working day, but the time required to address a request may vary depending on the nature and scope of the request.

---

## **5. Network settings**

1. In order to analyze the data collected via the Smart Asset Monitoring Tool, a connection with your internal network and/or systems as well as the network and/or systems of Semiotic Labs may be required. You shall provide all cooperation and assistance necessary to establish and maintain a (secure) connection. This may require modifications to your network and firewall settings.
2. In order to provide support and maintenance regarding the Smart Asset Monitoring Tool, Semiotic Labs may need remote access. This may require modifications in your network and firewall settings, as well as the installation of additional software on your systems. You shall provide all cooperation and assistance necessary to establish and maintain a (secure) connection.

---

## **6. Intellectual property and user data**

1. SAM4 (including all data and algorithms) and any accompanying software, as well as all information and images on [semioticlabs.com](http://semioticlabs.com) and finally the Hardware (together being referred to as: the 'Works'), and all intellectual property rights related to the Works (whether you purchased the Hardware or not) belong to and remain the property of Semiotic Labs and/or its supplier(s) (including open source software providers) in which case Semiotic Labs has been granted a license. Amongst others, you may not use, copy, amend, publish or distribute the Works without the prior written permission of Semiotic Labs, except to the extent permitted by the agreement or mandatory law. Infringement on Semiotic Lab's intellectual property rights constitutes a default under the agreement.
2. All information and/or data you provide Semiotic Labs with and all information and/or data which is provided to you by Semiotic Labs resulting from using SAM4 is and remains your property (or, in case of information and/or data you provide Semiotic Labs with, the property of your suppliers or licensors). Upon conclusion of the agreement Semiotic Labs obtains a perpetual, transferrable and sub-licensable right to use this information and data for the performance of the agreement and in accordance with these terms of use. You shall not use this information and/or data for activities and/or services that directly or indirectly compete with SAM4, including developing (or have others develop for you) an identical, similar or competing tool during the term of the agreement and after the termination/expiration of the agreement.
3. When you use SAM4, Semiotic Labs will process the collected measurement data and certain information regarding your machines (such as the specifications of the machines) to improve the prediction capacity of SAM4 and advise on and/or provide insight in the efficient usage of the monitored assets. The data will be anonymized in the sense that no data traceable to your organization will be present in any output.
4. Semiotic Labs shall not use your company specific data for other purposes than described in this article, unless Semiotic Labs is forced to do so by law or order of a competent authority. In that case Semiotic Labs shall use its best efforts to limit access to the data as much as possible.

5. You can request a copy of your company specific data as stored and/or processed when using SAM4. Semiotic Labs may charge an additional fee for providing you with a copy of such data.

---

## **7. Compensation for the service**

1. A one-time fee shall be due for the (configuration of the) Hardware provided to you. Use of SAM4 is subject to a fee which is due every year.
2. Fees must be paid in advance and within 30 days of the invoice date, as set out in the quotation. Any amounts due shall be electronically invoiced.
3. Semiotic Labs is entitled to limit or block access to SAM4 if a fee is not paid in time.

---

## **8. Limitation of liability**

1. Except in case of intentional misconduct or gross negligence, the liability of Semiotic Labs shall at all times be limited to the amounts you paid in the three months prior to the moment the cause of the damage occurred.
2. Semiotic Labs in no event is liable for indirect damages, consequential damages, lost profits, missed savings, unscheduled or unneeded repairs or downtime, or damages through business interruption.
3. Damages may only be claimed if reported in writing to Semiotic Labs at most two months after discovery.
4. In case of force majeure Semiotic Labs is never required to compensate damages. Force majeure includes amongst other things: disruptions or unavailability of the internet or the telecommunication infrastructure, power interruptions, network attacks, riots, traffic jams, strikes, company disruptions, interruptions in supply, fires and floods, or any inability to perform which is caused by third parties engaged by Semiotic Labs.

---

## **9. Term and termination**

1. The agreement enters into force upon the written acceptance of the quotation and then remains in force for three years, unless agreed otherwise in the quotation.
2. After this period the agreement is silently renewed with successive terms of three years. Either party can terminate the agreement by the end of the term with a notice period of two months.
3. Upon termination/expiration of the agreement, SAM4 and all hardware and/or sensors that have been provided by Semiotic Labs, may not be used anymore unless expressly otherwise agreed upon in writing with Semiotic Labs.

---

## **10. Changes to terms**

1. Semiotic Labs may change (or add to) these terms and conditions as well as any prices at the start of a new payment period.
2. Semiotic Labs shall announce any such changes at least two months prior to the new payment period in writing.
3. If you do not want to accept a change or addition, you can terminate the agreement until the date the changes take effect. Use of SAM4 after the date of effect shall constitute acceptance of the changed or added-to terms and conditions.

---

## **11. Miscellaneous provisions**

1. Dutch law applies to this agreement. All disputes arising in connection with these terms and conditions and/or SAM4 shall be brought before the court of Amsterdam, the Netherlands.
2. In case any part of these terms and conditions appears or will be declared legally invalid, this shall not affect the validity of the whole of the agreement. The parties shall in such an event agree on one or more replacement provisions that approximate the original intent of the invalid provision(s) within the limits of the law.
3. Semiotic Labs is entitled to transfer the agreement and all rights and obligations resulting therefrom to a third party in full or in part, either as part of an acquisition of SAM4 and/or the associated business activities or otherwise, provided this is communicated to you in writing and the acquirer fully takes over Semiotic Labs' position in relation to the transferred rights and obligations. Semiotic Labs is in that case completely discharged from its obligations towards you. You are obliged to fully cooperate with such a transfer.
4. You are not entitled to transfer the agreement and/or the rights and/or obligations resulting therefrom to a third party, unless with the prior written permission from Semiotic Labs.