Influx Technology products and 'StreamLog' Terms of Service Provision

The customer acknowledges that "StreamLog" is a trading name used by Influx Technology Ltd. Influx Technology Ltd provides the StreamLog communication server and StreamLog software facilities but is not responsible for the network or the services provided by customer nominated providers they may choose. The use of the StreamLog facilities is subject to the following terms, breach of which may result in suspension or termination of the Customers right to use the service:-

1. Our services are offered on an on-going basis with all payments due in advance of any service. All services are deemed contracted for a minimum of 6 months from registration or as per the individual service customer requirement whichever is longer and thereafter are automatically renewed for a minimum of 1 month unless cancelled by either party giving a minimum of 1 month notice irrespective of payment period. All customer cancellations must be emailed to fkeen@influxtechnology.com. Subject to Influx Technology Ltd discretion, charges are not refundable. Influx Technology Ltd reserves the right to charge for StreamLog services used but not covered under a current purchase order.
2. The StreamLog network may only be used for lawful purposes by the Customer. Any material transmitted through the StreamLog network, or use of any part of it, in violation of any UK law or regulation is prohibited. Such prohibited transmission might include, but is not limited to: copyrighted material, any intellectual property rights , material legally judged to be threatening, material protected by trade secret, whether or not the Customer was aware of the content of the material or of the relevant law.
3. The Customer shall be issued with a proprietary security file (ssf) to access the services and shall take all reasonable steps to keep such security file private and confidential and saved in a secure location and ensure that it does not become known to other persons. If the security file becomes

known to any other person, the Customer will immediately inform Influx Technology and the file will immediately be changed and the customer data base deleted. Influx Technology reserve the right to charge for replacement security files and/or database reset.

4. The data that is streamed from the logger uses Seed and Key authentication in its direct connection to the server. This data does not pass through any other server. The data is also transmitted using a bespoke protocol. Therefore, it is a meaningless binary stream until interpreted by the StreamLog system.
5. To access the streamed data through DiaLog, a unique security file (.ssf) is created by Influx Technology and only provided to the relevant customer. Connection to the SQL database on the server utilises Microsoft SQL SSL encryption.
6. The Customer shall access the StreamLog server which receives the Rebel data logger data files. The Customer may then review the files and download the streamed files of interest using the Dialog Plus software/StreamLog tab. The optimum amount of data to be stored on the Influx Technology StreamLog Server at any one time is 2GB up to a maximum of 3 GB. Data over an absolute maximum of 4GB will affect the ability of the StreamLog System to work efficiently. Customers should ensure that files are downloaded regularly to prevent a 'backlog' of data and drop in performance. Influx Technology reserve the right to charge for resolving database conflicts and/or database clearing.
7. The Customer acknowledges that Influx Technology Ltd is unable to exercise control over the content of any information passing over the StreamLog connection and or the communication network. The Customer is responsible for the correct data logger configuration including setting up the streamed parameters and DAQ rates. The Customer further acknowledges that Influx Technology Ltd hereby excludes all liability in respect of any transmission network or reception of information of whatever nature.
8. The StreamLog Server may be used by the Customer to access and store the Rebel data logger streamed files collected world-wide up to the

recommended 3GB maximum. Influx Technology reserves the right to remove any data over 30 days old without prior notice to the Customer especially, but not restricted to, when if the 4GB maximum has been breached.

9. The Customer agrees to indemnify and hold Influx Technology Ltd harmless from any claim brought by third parties, alleging the use of StreamLog by the customer has infringed any right of any kind applicable in the UK or by International legislation and regulation. The Customer shall defend and pay all costs, damages, awards, fees (including reasonable legal fees) and judgements finally awarded against Influx Technology Ltd arising from such claims. Furthermore the Customer shall provide Influx Technology with notice of such claims, full authority to defend, compromise or settle such claims and reasonable assistance to defend such claims at the Customers sole expense.

10. The customer undertakes not to assign, re-sell, sublease or in any other way transfer the StreamLog connection. Contravention of this restriction successful or not will result in the termination of the service by Influx Technology Ltd, in which event the Customer is liable for a termination fee.

11. Any condition or warranty that may be implied or incorporated within this contract, by reason of statute or common law, is hereby expressly excluded so far as maybe permitted by law. While Influx Technology Ltd will use all reasonable endeavours to provide a prompt and continuing service, it will not be liable for any loss of data resulting from delays, non-connections, or service interruptions caused by events beyond the control of Influx Technology Ltd or by errors or omissions of the Customer. In no circumstances whatsoever, will Influx Technology Ltd be liable for economic or consequential loss. Influx Technology Ltd specifically excludes any warranty as to the quality or accuracy of information received through the services, further Influx Technology Ltd cannot be held liable for the actions of any 3rd Party using the StreamLog system.

12. Where Influx Technology Ltd provides added value services to its existing

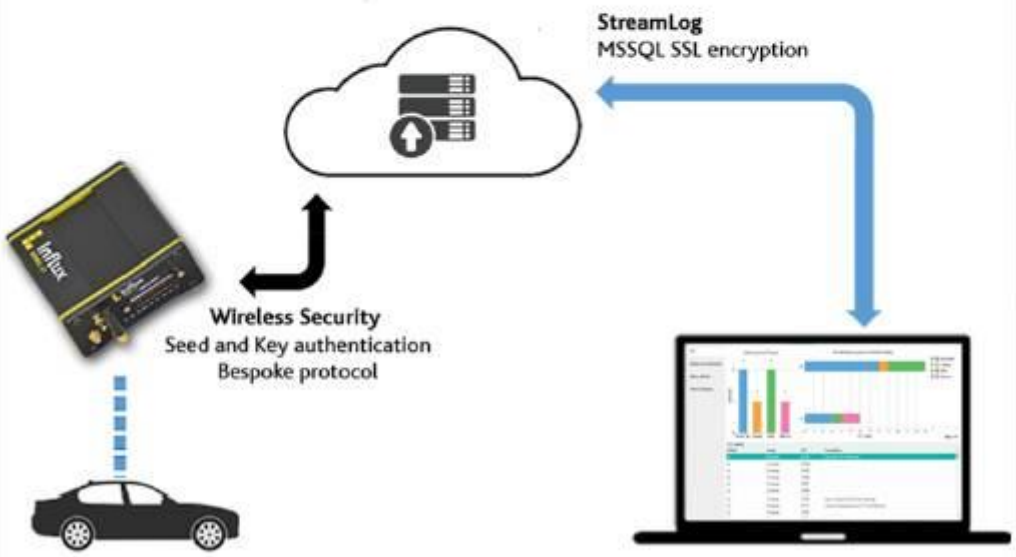
services in particular but not exclusively 'calculated algorithms' for customer data or email alerts Influx Technology Ltd will not be held responsible for any consequential loss or damage for the failure of these services to operate to specification. In the case of failure of these added value services it is expected that the customer will have taken steps to implement contingency plans to protect its business from the effects of these Influx Technology Ltd added value services not functioning to specification or not being available.

13. Influx Technology Ltd shall retain full ownership of and title to all equipment, software, or services (Goods) ordered by the customer and delivered to the customer or any part thereof unless and until the customer has paid all sums owing to Influx Technology Ltd.
14. Influx Technology Ltd reserves the right to alter these Terms and Conditions from time to time. The current Terms and Conditions applicable are those published on the Influx Technology Ltd web pages. By continuing to accept service from Influx Technology Ltd the customer is deemed to be bound by the current Terms and Conditions. Where possible Influx Technology Ltd will give advanced notice of changes to Terms and Conditions.
15. By accepting Influx Technology supplied goods the customer is deemed to have accepted these Terms and Conditions.
16. By using the StreamLog service the customer is deemed to have accepted these Terms and Conditions.
17. The General Data Protection Regulation (or GDPR) comes into effect on 25th May 2018 and as data is at the centre of everything we do we are preparing for the implementation of the new laws governing how we all deal with the data of our customers. Influx Technology intends to be fully compliant by the start date.
18. This contract is governed and construed in accordance with English Law.

Data Security

Data protection from source to end user.

- Microsoft SQL SSL encryption
- Seed and Key authentication



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