

RESES.NET License Agreement

Definitions

Company: Any legal entity who has registered and approved by Relianeering to store CM Data and use RESES.NET services in accordance of the terms of this agreement. The Company owns or/and operates Functional Locations located at different Sites. The Company is registered in the system as a structure. Any Company can have more than one Site.

User or You: Any person or legal entity who has registered and is approved by Relianeering to get a certain role and access to the CM Data in accordance of the terms of this condition. The user has only one role. If any person or legal entity needs to have more than one role, he/she shall register more than one user linked to the person.

Analyst: A user role in the system that allows to perform analysis of the CM Data

Viewer: A user role in the system that allows to view analysed CM Data

Builder: A user role in the system that allows to build and edit Site's CM Data infrastructure.

Site: A structure in the system linked to Company physical located site or moveable asset with installed Functional Locations. The Site belongs only to one Company.

Functional Location (FL): A physical set of equipments: diver, transmission and working unit dedicated to perform a specific function like, fluid transportation, power generation etc.

Logger: A physical device dedicated to collect vibration data from Functional Locations

CM Data: Collected data with the Logger, post processed and analysed in RESES.NET

Relianeering: Relianeering AB, 559024-8349 is a legal company with principal place of business: Västra Götalands Län, Lerums kommun, Sweden

1. Introduction

- A. The RESES.NET is a Cloud based platform that links Company(s) CM Data and registered Analyst(s) and offers the infrastructure and tools in a publicly available site to store and analyse CM Data.
- B. The RESES.NET is a publicly available site where the Company can store and view CM Data from their Functional Locations located in Company's Site(s). In order to have this functionality the Company has to have a valid user accounts in the system.
- C. The RESES.NET is an open platform to any certified Vibration Analyst, with valid certificate, to register himself/herself as a user with Analyst role and perform analysis of Functional Locations in any Site, if the VA has been selected by the Company and Company has granted access to their Site(s).
- D. The Company can perform analysis using own resources (Analyst users) or select a resource registered in RESES.NET

- E. Relianeering acts as an agent to the all registered and approved Analyst and offer them analyst resource to the Company.
- F. Relianeering is response to register and manage user access and build a structure to accommodate Company CM Data.
- G. The Company is responsible to collect data using the Logger and transfer the data to RESES.NET
- H. The RESES.NET platform provides full transparency at any time of the Company about users that have access to Company's Site(s).

2. Accepting this Agreement

- A. By ordering a RESES.NET service from Relianeering you accept this Agreement.
- B. This agreement ("Agreement") forms a legally binding contract between you and Relianeering in relation to use RESES.NET.
- C. If you are agreeing be bound by this Agreement on behalf of your employer or other entity, you represent and warrant that you have full legal authority to bind your employer or such entity to this Agreement.
- D. Accepting this Agreement with Your specific role you agree to the clauses specifically related to the role.

3. Pricing and Payments

- A. The subscription period is one year from the date of the invoice.
- B. The Company gets a limited and non-exclusive right to use the services of RESES.NET for their internal purposes against a payment according to at for each time valid price list. Payment and fulfilment of this LA is a prerequisite to use the services in RESES.NET.
- C. The Company pays the cost to build the CM Data structure and yearly fee to support Site CM Data
- D. The Company pays the subscription fee for their own Viewer, Analyst and Builder users.
- E. The prices to the Company are based on Site(s) and Functional Locations.
- F. The user fees are independent of number of Sites.
- G. The Analyst role requires yearly fee to be paid and to have a granted access to Company's Site(s) to perform analysis. The Analyst role has different price levels between an Analyst, who has accept to be represent by Relianeering and Analyst that works for the Company.
- H. The Analyst is paid for analysis services based on Functional Location model price category, if the Analyst is represent by Relianeering. Relianeering counts Analyst monthly activities and pays to Analyst in the following month.

- I. Relianeering take no responsibility for taxes, social insurance fees etc. for any registered certified Vibration Analyst.
- J. The Analyst who work for the Company is not paid for his/her analysis.
- K. The Company pays to Relianeering analysis of the Site(s) Functional locations based on the Functional Location price categories, if the Company use an Analyst represented by Relianeering.
- L. The Builder role is performed mainly from Relianeering certified employees. If the Company requires to have own builder, an additional fee for training applies according to price list or quotation. The certificate for the Builder role is not transferable to another person.
- M. The technical support related to the RESES.NET services is included in the user subscription fee.
- N. Prices and fees for services and products follows the price list available on relianeering.com.
- O. Payment condition is normally 30 days net. VAT will be added on given prices. For Companies and Users outside Sweden, VAT will be removed from the invoice if a valid VAT number is given to Relianeering.
- P. All subscription fees are non refundable.

4. Use of RESES.NET

- A. You agree to use RESES.NET only for purpose that are permitted in the Agreement and any applicable law, regulations generally accepted practices or guidelines in relevant jurisdiction (including any laws regarding the export of data to and from United States or other relevant countries)
- B. As user you are to use RESES.NET CM models and terminology.
- C. You agree to provide correct and updated information related to Functional Location CM Data
- D. As owner of the Functional location you agree to provide Functional Location data collected with logger in accordance of data collection schedule.
- E. As Viewer you agree to provide a valuable feedback on analysed data.
- F. As Analyst you agree to perform data analysis in accordance of Analysis schedule
- G. As Builder you are to build a correct CM data infrastructure, based on the information provided by the Company.
- H. **Prohibited Actions:** It is not allowed to use inappropriate language in any comments or notes. You should not give at any circumstances to anybody to use your credentials. You may not use any personal information from other users without their permission.

5. User Credentials and Responsibilities

- A. Only users with a valid subscription is authorised to use the service(s) in RESES.NET
- B. Any user is responsible for maintaining confidentiality of any Analyst and Builder that Relianeering has provided.
- C. The Company's responsibility is to provide in a written format to Relianeering permission the Analyst to be capable to look and perform analysis of the Company's Site(s)
- D. In case of termination of using particular Analyst user services, the Company is responsible to provide in written format to Relianeering the reasons why.
- E. The Analyst user must be minimum Category II, Vibration Analyst certified from external body and to have a valid certificate for the period of the subscription.
- F. The Analyst responsibility is to maintain confidentiality of Company data.
- G. The Analyst, who is is paid by Relianeering, is responsible to pay taxes, social insurances etc. in accordance of Analyst's country legislation.
- H. The Analyst, who is paid by Relianeering does not have rights to refuse performing an analysis, if he/she has accepted
- I. The Company responsibility is to provide in a written format to Relianeering a permission or request deny a Viewer access to Company's Site(s)
- J. The Viewer responsibility is to maintain confidentiality of Company data.
- K. The Company accepts Relianeering responsibility to built the required CM data infrastructure based on the data provided by the Company
- L. The Company responsibility is to appoint dedicated persons that will be trained by Relianeering to perform the Builder role for the Company in case when the Company requires to have own Builder(s) user.

6. Privacy and CM Data

- A. Relianeering is responsible for maintaining confidentiality of Company CM Data.
- B. By accepting this Agreement you accept Relianeering to keep and store necessary information and personal data. All personal data is confidential and treated in accordance with The General Data Protection Regulation (GDPR) (EU) 2016/679.
- C. Relianeering does not share collected Company data with any third party
- D. Relianeering can use the CM Data to develop decision support models and perform analysis without revealing the ownership of data.
- E. The Site CM Data: collected signal by the logger and functional location analysed status are owned by Company to whom belongs the Site's Company
- F. The Analyst has no any rights to performed analysis, after completing they belongs to the Company and can share them outside Company.

- G. The Analyst can apply, without any restriction, the acquired condition monitoring knowledge from one company to the other without revealing the source.
- H. The Functional Location condition monitoring models and related data to them are Relianeering property.
- I. Relianeering responsibility is to keep Company CM data available during the subscription period
- J. The Company can get yearly data export at the end of the subscription period.

7. Terminating this Agreement

- A. This Agreement will continue to apply until terminated by either you or Relianeering as set out below:
- B. Relianeering shall be entitled to close down the Service if the Company/User fails to pay in due time, or fails to pay in full, provided that at least one written reminder or warning has been sent to the Company/User either by email or post.
- C. If the Company/User wants to terminate this Agreement, a written notification must be provided thirty (30) days prior requested termination date.
- D. If the Company wants a copy of their Site(s) CM Data an additional fee will be applied
- E. Relianeering may at any time, terminate this Agreement if:
 - A. The Company or User breached any provision of the Agreement
 - B. Relianeering is required to do so by law
 - C. Relianeering decides to no longer provide RESES.NET services

8. Intellectual property

Relianeering is sole proprietor of all intellectual property rights (IPRs) attributable to the Service. IPR includes but is not limited to copyright, patents, trademarks, company, designs and product design, source code, databases, mimics, business plans and know-how, whether registered or not. All documentation, including manuals, user guides, or other written, electronic or non-electronic, descriptions of how the Services are established and used (Documentation) are considered part of the Services and are subject to the same restrictions.

9. Disclaimer of Warranties

- A. YOU EXPRESSLY UNDERSTANDS AND AGREE THAT YOUR USE OF THE RESES.NET IS AT YOUR SOLE RISK AND THAT PLATFORM IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND.

- B. THE PROVIDED ANALYSIS ARE BASED ON ANALYST EXPERIENCE AND KNOWLEDGE AND THEIR PURPOSE IS ONLY A DECISION SUPPORT. THE IMPLEMENTATION OF ANY RECOMMENDATIONS IS YOUR OWN DECISION.

10. Limitation of Liability

- A. YOU EXPRESSLY UNDERSTANDS AND AGREE THAT RELIANEERING IS NOT LIABLE FOR ANY CONSEQUENCES TO COMPANY BUSINESS CAUSED BY IMPLEMENTING OF ANY RECOMMENDED ACTIONS OR NOT DISCOVERED FAULTS OR UNEXPECTED FAILURE OF THE FUNCTIONAL LOCATION.
- B. YOU EXPRESSLY UNDERSTANDS AND AGREE THAT ANALYST WHO PERFORMED FUNCTIONAL LOCATION CM DATA ANALYSIS IS NOT LIABLE FOR ANY CONSEQUENCES TO COMPANY BUSINESS CAUSED BY IMPLEMENTING OF ANY RECOMMENDED ACTIONS OR NOT DISCOVERED FAULTS OR UNEXPECTED FAILURE OF THE FUNCTIONAL LOCATION.
- C. YOU EXPRESSLY UNDERSTAND THAT BREACHING THE CONFIDENTIALITY, YOU CAN BE A SUBJECT OF CLAIMS FROM A COMPANY OR A USER OR RELIANEERING.

11. Changes to the Agreement

- A. Relianeering may make changes to this Agreement at any time by sending a notice by email describing the modifications made.

12. General Legal Terms

- A. The parties rights and responsibilities is in its whole governed by Swedish law. Any dispute or interpretation of this Agreement should preferable be settled in good faith.
- B. If a dispute regarding the interpretation or application of the Agreement cannot be resolved in this way, the dispute shall be resolved by a Swedish court applying Swedish law and with Göteborgs Tingsrätt as exclusive forum.