# Terms and Conditions for the use of LOGSTOR Hosting and XTool

Version 26.09.2024

**1. General conditions**

1.1 LOGSTOR International Sp. Z o.o. and all companies which are directly or indirectly subsidiaries hereto and/or affiliated herewith (hereinafter “LOGSTOR”) offers a combined data storage, visualisation, backup and administration system (hereinafter named "LOGSTOR Hosting") for LOGSTOR Detect units to customers (hereinafter “Customer”).

1.2 XTool is a software program used to process and upload measurement data for LOGSTOR Hosting and is accessed via LOGSTOR Hosting. LOGSTOR Hosting and XTool is hereinafter referred to collectively as the “Services”.

1.3 The customer's access to and use of the Services shall, unless otherwise explicitly agreed, be governed by the General Sales and Supply Conditions of LOGSTOR as available on www.logstor.com with the below clarifications and derogations (hereinafter the “Conditions”).

1.4 The Services is online accessible and it is the responsibility of the Customer to use suitable equipment and operating systems for accessing the Services.

**2. License and limitations herein**

2.1 Provided that full payment of all applicable license fees has been timely made, in accordance with the applicable price list, the Customer is hereby provided with a non-transferable, limited, non-exclusive and revocable license to the Services in accordance with these Conditions.

2.2 The Customer shall only use the Services for his own internal data processing. In the event that the Customer is a company or other legal person, entitlement to use the Services shall be granted either to the Customer's employees or to a third party performing work for the Customer for use solely in connection with the Customer's data processing requirements. The Customer shall be liable for ensuring that such users comply with these Conditions.

2.3 The Customer may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Services.

2.4 In the event that the Customer wishes to assign a LOGSTOR Detect unit to a third-party, such third-party shall enter into a separate agreement with LOGSTOR prior to receiving and using the Services.

**3. Intellectual property rights**

3.1 LOGSTOR shall have right of ownership, copyright and other intellectual property rights to the Services and all subsequent versions and upgrades hereof, including but not limited to texts, images, graphics, sound, animations, videos, layout, documentation and design that may be included or in some way form part of the Services.

3.2 The Customer shall not be entitled to change or delete any statement of copyright, trademarks or other rights inherent to LOGSTOR or the Services.

**4. Ownership of data**

4.1 The Customer shall be the owner of all customer-specific data generated by the Customer in using the Services.

4.2 LOGSTOR shall acquire the cost-free, irrevocable, indefinite, non-transferable and non-exclusive right to use, duplicate, amend and/or access Customer data for use, e.g. in analyzing measurement results, collating LOGSTOR Detect statistics and further developing the Services.

**5. Amendments**

5.1 LOGSTOR is entitled to amend and/or modify the Services, including but not limited to their content, appearance, functionality and technological platform. In the event that such amendments should entail that the Services ceases to be compatible with the Customer's IT systems, LOGSTOR shall not be liable vis-à-vis the Customer.

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**6. Access and withdrawal**

6.1 To access the Services, the computer used by the Customer must be installed with Microsoft Windows, XP, Microsoft Windows 7 or a later version of Microsoft Windows. If another operating system is used, installation shall be agreed upon separately.

6.2 The Customer shall gain access to the Services not later than 14 days following the conclusion of a license agreement based on these Conditions. While access may be granted sooner, the initial 14 days shall be reserved for setup of the Customer's profile and data.

6.3 In the event that access is delayed, or in the event that LOGSTOR anticipates that it will be unable to grant access in accordance with this article 6, LOGSTOR shall notify the Customer hereof, stating the reason for the delay. LOGSTOR shall in said notification fix an additional period of time of reasonable length during which access will be granted. If access is not granted within this additional period of time, the Customer is entitled to terminate the license agreement. The Customer shall not be entitled to compensation for loss suffered due to the delay.

**7. Operations and support**

7.1 LOGSTOR will take commercially reasonable steps to ensure the Services is available and operational all hours of the day throughout the year. However, LOGSTOR cannot guarantee that this will always be the case. The Services is only monitored from 08.00 - 16.00 (CET) on ordinary calendar days excluding weekends (Saturdays and Sundays) and public holidays of the country of LOGSTOR (hereinafter "Working Days").

7.2 The period from 16.00 - 08.00 (CET) is reserved for data updating, backup and other maintenance work. Shutdown of the Services in connection with system operations and / or maintenance can be done without notice.

7.3 Support will be available from 09:00 – 15.00 (CET) on Working Days. LOGSTOR provides user support by means of e-mail (contact information appear from the license agreement). Any support requested by the Customer which is unrelated to system operations and / or maintenance will be charged at most current hourly rates.

**8. Prices and conditions of payment**

8.1 All prices pertaining to the license agreement shall be regulated once a year per on 1st of January.

8.2 The license fee shall be invoiced to the Customer four times per year, on the last calendar day of March, June, September, and December. Invoices must be paid within 30 days net from the date of issuance. The amount of the license fee will depend on the extent of Services required by the Customer. Prepaid subscription fees shall under no circumstances be refundable upon termination of the license agreement.

8.4 Unless otherwise agreed, the license agreement shall include maximum 1 MB GPRS transmission and 30 SMS messages per calendar month per detector. LOGSTOR reserves the right to invoice the Customer for GPRS transmission and SMS messages in excess of these levels at the rates applicable for these services at any given time.

8.5 The Services enables upload of pdf and image files for documentation purposes. The Customer can max. upload 5 MB per file, however max. 25 MB per detector, to LOGSTOR

**9. Liability and limitation of liability**

9.1 LOGSTOR takes full responsibility for deficiencies limited to the functionality of the Services. However, other than that which is explicitly defined in the license agreement or these Conditions, no guarantee is provided that the Services is fit for the purpose which the Customer intend to use it for.

9.2 LOGSTOR is not responsible for the Customer's indirect or consequential loss or damage, arising from or in connection with, the use of the Services, and any liability shall in all cases be limited to not more than thirty (30) % of the amounts actually received in license payments from the Customer, related to the Customer's usage of the Services, for the 12 months preceding any such claim.

9.3 The Customer shall further recognize and accept that the measurements made and data created in XTool do not take into account any external factors, including but not limited to the effect of incorrect fitting of the surveillance threads installed (or any other erroneous treatment in connection with the fitting of these) and the effects of other objects in and in the vicinity of the components installed. The accuracy of the distances measured using impedance measurements shall be applied only to the alarm thread. LOGSTOR shall accept no liability for the design/location or length of the pipe network and cannot therefore be held responsible for incorrect measurement of faults (if any).

**10. Users**

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10.1 LOGSTOR creates the Customer user profiles for the Services. The username and password created by LOGSTOR may only be used by the registered user. The Customer is responsible for ensuring that unauthorized persons do not gain access to the Services.

10.2 LOGSTOR can access and process the Customer's data when necessary to be able to provide the Services, including in connection with operational closure, technical support and service updates.

10.3 In case a user becomes suspicious of abuse, this must be notified immediately to LOGSTOR, so that the username and password can be blocked and subsequently changed. If LOGSTOR becomes aware of abuse, access to the Services will be terminated and LOGSTOR will contact the Customer directly for further information and clarification.

**11. Termination**

11.1 Both LOGSTOR and the Customer can terminate the license agreement by giving the other party not less than 3 months prior written notice until the end of the current calendar month.

11.2 In the event of a material breach, the each party may terminate the license agreement with immediate effect by written notice. Material breach shall in this regard be defined as any breach of these Conditions.

11.3 Either party can terminate the license agreement in the event of bankruptcy of the other party. Additionally, if a party commences bankruptcy or other similar proceedings for the settlement of debts, the other party may terminate the license agreement immediately by giving the insolvent party written notice of termination.

11.4 If the Customer can no longer access the Services due to changes made by LOGSTOR, the license agreement can be terminated with one month's notice subject to the Customer providing documentation for the impairment.

**12. Assignment**

12.1 The Customer shall not assign rights or obligations under the auspices of the present terms and conditions to a third party without prior written consent from LOGSTOR.

**13. Personal Data**

13.1 For information on how we process your personal data in relation to the Services, please see our Privacy Notice.

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