MetriCorr

MetriCorr ApS – Toerringvej 7 - DK – 2610 Roedovre – Denmark
www.MetriCorr.com – info@metricorr.com – Tel +45 92 448 080

Web Services - Application Terms

Objective	The purpose of MetriCorr's APPLICATION TERMS for WEB SERVICES (this document; hereafter identified as Application Terms) is to provide terms for MetriCorr's Customers' use of the Web Services developed by MetriCorr and made available for the Customers through a secure connection to the world wide web (https://data-metricorr.com).

Related Documents

The Application Terms shall be construed as supplementing any other terms and conditions supplied by MetriCorr; such as:

- LI001: MetriCorr General Terms – in the latest version.
- LI002: MetriCorr Support and Maintenance Specification – in the latest version.

These Application Terms shall be considered accepted by anyone who has checked the "Accept Terms" checkbox upon first login or otherwise uses the Application.

Acceptance of these Application Terms shall be regarded as acceptance of the General Terms as well. The Application Terms shall be construed as supplementing the General Terms and other terms supplied by MetriCorr. In case provisions in these Application Terms conflict with provisions in the General Terms or other terms supplied by MetriCorr, and they cannot in any meaningful way be construed as supplementing the General Terms, these Application Terms prevail.

The Application

General

The Application consists of a Web Service that can be used by the Customers to access their own data (see Data) – whether uploaded by means of remote monitoring techniques or by manual upload. The data must be captured by MetriCorr instrumentation only. The Application is build and maintained by MetriCorr upon a database server hosted and maintained professionally by a third party company (see Hosting).

Each Customer is entitled to request logins for a number of Users. Each such login consists of a Username and a Password. The logins are generated by MetriCorr. The Username is typically the email address of the user, whereas the Password created by MetriCorr is temporary and can be changed upon first login by the individual User.

Each Customer is assigned their own exclusive pages consisting as a minimum of:

- A page for a tabulated presentation of data
- A page for a graphical presentation of data
- A page for defining the Customer's pipeline system with Pipeline- and Tag identification (Test Stations),
- A page for the Customer's profile (affiliations, address, email, users) including individual user's possibility for changing their own password at any time.

Specific Administration pages are available exclusively for authorized MetriCorr personnel with specific login. The Administration pages are used for:

- Defining Customers and related Users with logins and passwords.
- Defining Remote Monitoring Devices
- Allocating Remote Monitoring Devices to Customers
- Information on Remote Monitoring Devices activities (log files). No measurement data will be visible on the Administration pages.

MetriCorr will continuously maintain, improve and develop the Application for the benefit of the Customer – see System Developments.

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Data	The Data belongs to the Customer exclusively. No Data belonging to a Customer will be visible to another Customer.

MetriCorr will **not** have access to Customer Data unless expressively instructed so by the Customer for any reason such as advice regarding interpretation, trouble shooting assistance etc. In such case MetriCorr will need the Customers acceptance in writing by email to create a login. Such login will be valid until the Customer instructs MetriCorr to destroy the login. All logins belonging to a Customer will be visible for the Customer from the Customers pages.

In case MetriCorr is asked by the Customer to review Data, the Customer Data will be strictly confidential, unless MetriCorr is expressively allowed by the Customer to use such Data as part of research activities or for demonstration purposes. Data allowed by the Customer to be utilized for such purposes can be anonymous.

The Web service uses a standard https protocol to secure the transmission of Data to and from the Web-service user. MetriCorr disclaims any liability regarding the efficiency or security of this encryption.

Hosting

The hosting has been sourced to a third party company's professional hosting environment established in accordance with the principles of **ISO/IEC 27002:2013** (Information technology -- Security techniques -- Code of practice for information security controls).

The Hosting company has implemented the **INTERNATIONAL STANDARD ON ASSURANCE ENGAGEMENTS (ISAE) 3402** on Assurance reports on controls at a service organization and is audited once a year in agreement with Type 2 Reports. The Auditor's report is available to MetriCorr who will be evaluating the report and take appropriate action in case of significant deviations from control procedures.

MetriCorr disclaims any liability for services etc. provided by the host

Security provided by host

The physical security facilities include (but are not limited to) the following items:

- The IT equipment (servers etc.) is placed in several data centers located at different geographical positions.
- The data centers have redundancy of all relevant related infrastructure components such as power supply, emergency generators, UPS, network, and internet connections.
- The centers are fenced and access is given to authorized personnel only through established procedures. Authorized personnel is reviewed and re-authorized on a regular basis and minimum once a year.
- The servers are securely placed behind lockers in a tempered room with automated firefighting facilities.

Surveillance provided by host

The surveillance facilities includes (but are not limited to) the following items:

- Automated surveillance on servers, storage systems, networks etc., and firstline support personnel on duty 24/7/365.
- Critical alarms are displayed on surveillance screens and forwarded as well as text messages to personnel on duty.
- Sensor surveillance regarding power supply, temperature, water, humidity, and fire is implemented at all data centers.
- Camera surveillance is implemented at all data centers.
- In case of events that may affect the operation, the surveillance system will automatically notify the personnel on duty. Procedures to avoid escalations are in place.

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Backup	The purpose of backup is to secure that Customer data can be reproduced in an exact and fast manner. • All data are regularly cross backed-up between the physically isolated data centers. • Established test plans for verification of the well functioning of the backup systems are in place. • Tests are regularly performed and logged. • Established procedures for set-up and maintenance are in place. • Each night, a full copy of all systems and data are performed from central servers at the data centers to co-locations to ensure that backup systems are physically separated from daily operation systems. A responsible dedicated person makes sure that the copy procedure has been completed and will make necessary steps if the procedure has not been completed as expected. The responsible person will perform a log of such irregularities. • The Application offers the possibility to Customers to complete back-up of their own data by a download procedure. • Customers may for a fee and on a special arrangement require MetriCorr to perform such customized backup and provide Customer their own data on a storage media on a regular basis.
Uptime	An uptime of the servers of 99.5% is guaranteed by the host. MetriCorr is automatically notified by emails about downtimes and delayed answers to queries. An automated query is repeated every 15 minutes. A warning is given for answers delayed more than 500 ms and an alert will be given for answers later than 1 s.
System Developments	MetriCorr continuously strives to develop the Application for the benefit of the Customers. The system developments will lead to new features and to changes in appearance. Changes will be released without announcement, unless they significantly influence the method of operation. For the safe implementation of new features, improvements, updates, patches etc. are implemented seamlessly and normally without downtime. Downtime cannot always be totally avoided but it will usually be very short (less than a couple of minutes). In case a more demanding maintenance operation is needed the users will be noticed in advance. Maintenance operations are always placed in a period with low user activity. System redundancy ensures that data will not be lost due to a maintenance operation. MetriCorr has established a mirrored Application (a test server with similar application as the main server) through which all such implementations are tested and verified before implementing on the servers to which Customers have access.
Support	The third party Hosting Company provides hotline support to MetriCorr regarding the hosted Application databases. The MetriCorr Support provided to Customers is defined in Related Document LI002: MetriCorr Support and Maintenance Specification – In the latest version.
About MetriCorr	MetriCorr ApS (Danish business registration number 26784786) – in this document referred to as MetriCorr – owns all rights to the Application
Privacy Policy	Upon signing up for the subscription, the Customer provides information regarding its name, business registration number, address, email address, phone number, and name and email address on the users who are to access the Application. These data are processed in accordance with the Danish Act on Personal Data.

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Statistics	MetriCorr collects statistics about the data that users and the Customer puts on the application or which is submitted to the application automatically from the Customer's probes or other sensors. MetriCorr also collects statistics about the Customer's and the Customer's users' use of the site, the searches they perform on the site etc. The collection will only be made in order to provide a better content and/or monitoring and will not be shared or sold to third parties. MetriCorr will not deal with personally identifying information about the Customer's users or contractors or customers based on the statistics.
Copyright	MetriCorr is the holder of the copyright to the Application's source code and any design elements that MetriCorr has developed. Customer undertakes to respect the copyright and to ensure that its users respect the copyright. This does not prevent the Customer from using its Data as it sees fit. Upon termination of the subscription and until 30 days thereafter, the Customer may request that its Data is delivered in files so that the Customer may continue its monitoring with third parties.
Revocation of Access	MetriCorr may discontinue the Application or revoke the Customer's access to the Application or remove material features or functionality from the Application with at least 30 days notice by email or by other written notice to the Customer. This does not imply a termination of any other contracts between the parties or any other products or services delivered by MetriCorr and does not affect any payments agreed to between the parties.
Suspension of Services	If the Customer fails to pay any fees for services or products delivered by MetriCorr on the due date, MetriCorr is entitled to suspend the Customer's access to the Application until payment is made. The suspension of services may include suspension of the Application's Data collection. Any fees for the services continue to be due for the period in which the application is suspended. Suspension does not affect MetriCorr's right to cancel the subscription.
About Customers	The Customer is the Company that uses the Application. All companies that have entered into an agreement with MetriCorr regarding the use of the Application and is paying pursuant to the terms of said agreement may use the Application.
Users	The Users are defined by the Customer such as employees or consultants that are authorized by the Customer to use the Application on their behalf.
Users Internet	The Application works best if the speed of the Users' Internet connections is at least equivalent to broadband and the users have modern browsers with JavaScript installed and if the users accept the use of cookies.
Problem Reporting	The Customer should provide Problem Reporting in accordance with definitions in Related Document LI002: MetriCorr Support and Maintenance Specification – In the latest version. Typically the Problem Reporting will be in the form of screen dumps communicated to MetriCorr through emails.
Disclaimers	MetriCorr disclaims any liability for direct or indirect impacts of downtime, system crash, or deleted or leaked information. MetriCorr is not responsible for indirect losses such as interruption of business, loss of business, loss of data, loss of revenue, loss of customers or otherwise. MetriCorr is not liable for any damages or losses occurring from undetected corrosion if the failure to detect the corrosion could be partially or fully caused by incorrect implementation of the probes or other sensors or if the Data is lost in transmission. MetriCorr is not responsible or liable for any loss caused by unauthorized access to the Customer's or the Customers users', contractor's or customer's information or for damages or losses incurred in connection therewith.

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MetriCorr is not liable for damages or losses incurred by the Customer's users, contractors or customers, and the Customer undertakes to indemnify MetriCorr against any claims that the Customer's users, contractors or customers make against MetriCorr.

MetriCorr is not liable for damages or losses incurred partially or fully due to the fact that a probe or other sensor or apparatus that collects or transmits Data is out of power or is defect. The Customer is encouraged to ensure on a regular basis that all such probes, sensors and transmission units have sufficient power and are functioning well.

Additionally, MetriCorr is not responsible for interruptions, faults, defects or otherwise, caused by circumstances outside MetriCorr's control, including power failure, interruption or overload of the internet, earthquakes, lightning, flood, fire, strike, war, theft, lockout (including by own staff or in the data center where the application is hosted) or that can otherwise be characterized as force majeure.

Survival of Provisions

All obligations, liabilities and limitations that, by their nature, are intended to survive expiration or termination shall remain in effect beyond any expiration or termination.

Amendments

MetriCorr may at any time modify the Application Terms with 30 days' notice.

Disputes

If disputes cannot be settled amicably at the highest managerial level of each party and unless the parties agree otherwise, any dispute arising out of or in connection with these Terms or Terms set out in Related Documents shall be finally settled in Copenhagen, Denmark, in accordance with the Rules of Procedure of the Danish Institute of Arbitration (Danish Arbitration).

Danish law, except its choice of law rules, shall apply.

Notwithstanding the above, MetriCorr shall at its discretion be entitled to subject a dispute to settlement under the law and by the appropriate courts of the country in which Customer is domiciled.