

Terms and Conditions for the Brüel & Kjær Online Calibration Data Service

1 Applicable Terms

- 1.1 The Online Calibration Data Service is subject to these terms and conditions ("Service Terms") and the Brüel & Kjær Standard Terms and Conditions for Sale ("Standard Terms") which are available at <http://www.bksv.com/AboutUs/LegalNotices.aspx>
- 1.2 In the event of inconsistencies these Service Terms shall take precedence over the Standard Terms.
- 1.3 By accepting the Service Terms, User accepts that the Service Terms and the Standard Terms are applicable for the Service and shall take precedence over any User terms and conditions.

2 Definitions

- 2.1 "Administrator" means a User profile with full administration rights, including the right to grant access to additional Certificate Viewers.
- 2.2 "Certificate Viewer" means a User profile that only has the right to view and download Data.
- 2.3 "Data" means the User's data in the form of copies of calibration certificates and other data stored by the Supplier and related to the User's Instruments.
- 2.4 "Instrument" means the equipment owned by the user that is registered with the Supplier.
- 2.5 "Service" means the Online Calibration Data Service.
- 2.6 "Supplier" means Brüel & Kjær Sound & Vibration Measurement A/S or any of its affiliates as named on an order confirmation or invoice or other document.
- 2.7 "User" means a legal entity or person that is registered as owner of Instruments with the Supplier.

3 Ownership of Data

- 3.1 User shall at all times have full ownership of the stored Data, which shall be stored in the Service. The Data available is scanned or electronic copies of the signed original calibration certificates.

4 Deliverables

- 4.1 Supplier shall provide the following as part of the Service:
 - 4.1.1 Storage of User Data with access to download copies;
 - 4.1.2 Lists of User purchased and calibrated Instruments;
 - 4.1.3 Lists of User Instruments due for calibration;
 - 4.1.4 Ordering of calibration services and other related services online;
 - 4.1.5 Provide access to the Service using the User registered email address.

5 Specific Exceptions

- 5.1 Supplier's service and warranty obligations are solely those expressly described in these Service Terms. Supplier will not cover damages or be liable for loss or damages arising from:
 - 5.1.1 User's use or application of the Data;
 - 5.1.2 User's grant of access to Certificate Viewers;
 - 5.1.3 Defects caused by User's or third party hardware, software, operating system, modem, etc.;
 - 5.1.4 Remedial action resulting from User not having complied with Supplier's written instructions and directions;
 - 5.1.5 Recovery of data or other support due to any defects caused by User's or third party hardware, software, operating system, modem, etc.;
 - 5.1.6 Main power supply failures and/or telecom network communications failures.
- 5.2 In no event shall Supplier be liable for any loss of profit, loss of income, loss of use, loss of business, loss of revenue, loss of goodwill, or for any indirect or consequential loss or damage of any kind.

6 User Responsibilities

- 6.1 User shall:
 - 6.1.1 Permit only personnel authorized by User to access the Service;
 - 6.1.2 Ensure that the Service is used in accordance with Supplier's instructions and these Service Terms.

7 Confidentiality

- 7.1 Supplier will treat the Data as confidential and will only grant Administrator access to the Data to a User that is register as an owner of the Instruments with the Supplier.
- 7.2 Supplier will not transfer, disclose or grant access to the Data to any other party without the prior written consent of User.
- 7.3 Supplier can without prior notice terminate the User's access to the Service if User violates any of these Service Terms.