



General Terms and Conditions

Prepr is a trade name of Graphlr B.V.

(Chamber of Commerce Amsterdam number: 54506034)

This document contains the General Terms and Conditions of Graphlr B.V. in English language. The English language text is a translation of the Dutch language text. In the event of a discrepancy between the English language text and the Dutch language text, the Dutch language text will prevail as the legally correct text.

Clause 1: Definitions

This clause defines a number of terms that are written with initial capitals in these General Terms and Conditions. The definitions used have the same meaning in the singular and the plural, unless the context demands a different meaning.

- 1.1. **Hardware:** The hardware managed by Prepr (including System Software) owned by Prepr, by the Client, or by third parties engaged by Prepr and that is used to provide the Services as specified in the agreement.
- 1.2. **Application:** The software acquired by Prepr under license and made available to the Client by means of Application Hosting.
- 1.3. **Application hosting:** Service consisting of remote provision of Application(s) specified in the agreement for use via a WAN.
- 1.4. **Appendices:** Appendices to the agreement and that are an integral part thereof.
- 1.5. **Communication Services:** Services relating to the transmitting of signals for users designated by the Client.
- 1.6. **Services:** The activities to be carried out by Prepr for the Client and any performance to be delivered as part of these activities and as specified in the agreement.
- 1.7. **Continuous Service:** Services of a continuous, non-project-based nature.
- 1.8. **Public Holidays:** New Year's Day, Easter Sunday and Easter Monday, Ascension Day, Whit Sunday and Monday, Christmas Day and Boxing Day, the Dutch King's Birthday (April 27th) and any other public holidays agreed by the parties.
- 1.9. **Housing:** Service consisting of the provision by Prepr of space, electricity, air conditioning, connectivity, fire prevention and physical security for the Client's server(s).
- 1.10. **Hybrid hosting:** Form of Application Hosting realized on the basis of a configuration determined by Prepr in consultation with Client and using Hardware specifically set up for the Client.
- 1.11. **ICT Infrastructure:** Both the physical and logical environment of the Client (physical space, hardware, client software, network components etc.) from which the Client will use the Application (s).
- 1.12. **Client Application:** The software acquired by the Client under license and which the Client installs or has installed on the Hardware.
- 1.13. **Link:** Software enabling the exchange of data between Hardware and / or Application(s) on the one hand and the Client's Application(s) on the other, ICT Infrastructure and / or systems of third parties.
- 1.14. **Incident Report:** A Malfunction, question or request reported by an employee of the Client specified in the SLA, in accordance with the applicable procedure in the SLA.

- 1.15. **Employee:** A staff member of Prepr or a third party engaged by Prepr.
- 1.16. **Client:** Any natural person or legal entity who orders a Product or Service from Prepr.
- 1.17. **Private hosting:** Form of Application hosting, realized on the basis of a configuration determined by Prepr in consultation with the Client and using Hardware specifically set up for the Client and on which the Client may also install or have installed and use Client Applications.
- 1.18. **Shared hosting:** Form of Application Hosting, realized on the basis of a standardization determined by Prepr and by means of Hardware used to provide similar services to other clients of Prepr.
- 1.19. **Server hosting:** Service consisting of providing Hardware for remote use via a WAN.
- 1.20. **SLA:** Service Level Agreement.
- 1.21. **Spam:** Any non-targeted electronic communication sent in large quantities to recipients who have not given permission for this and where, for the purposes of determining the number of messages, messages whose content does not differ substantially are considered identical. Spam also includes any electronic communication where the forwarding address has been falsified or the origins have been consciously hidden by, for instance, the use of open proxies, open relays and / or falsified protocol headers, irrespective of the quantities sent.
- 1.22. **Malfunction:** Any deviation from the level of service agreed between the Client and Prepr and attributable to Prepr that results in the Client being unable to use a Continuous Service for more than fifteen (15) minutes.
- 1.23. **Support:** Continuous Service consisting of providing users of the Client with information relating to the use of the Services as well as the opportunity to send Incident Reports during Working Hours.
- 1.24. **System Software:** The operating system licensed to Prepr and installed on the Hardware as specified in the agreement.
- 1.25. **WAN:** Wide Area Network.
- 1.26. **Weekend:** Saturday and Sunday.
- 1.27. **Working Days:** All calendar days with the exception of Weekends and Public Holidays.
- 1.28. **Working Hours:** Hours on Working Days between 8:30 am and 5:00 pm.

Clause 2: Applicability of General Terms and Conditions and Establishment of Agreements

- 2.1. These General Terms and Conditions will apply to all offers by Prepr, as well as to all agreements and resultant agreements between Prepr and Client, unless otherwise agreed upon in writing.
- 2.2. An offer by Prepr will be valid for thirty (30) days, unless stated otherwise in the relevant offer.
- 2.3. The agreement between Client and Prepr will be established after both parties have signed the agreement, or in the case of an agreement concluded online, after Prepr as received confirmation from the Client in response to the verification email from Prepr.

Clause 3: Periods of time and schedules

- 3.1. Unless otherwise agreed upon by Prepr and Client, all periods of time are indicative and specified by Prepr to the best of its knowledge and will never constitute firm deadlines.
- 3.2. If the progress of the activities is delayed or threatens to be delayed, Prepr will inform the Client, stating the cause of the delay and indicating to what extent this is expected to affect the delivery period.

Clause 4: Prices and rates

- 4.1. All prices and rates are stated in euros excluding VAT and any other levies imposed by the government.
- 4.2. Travel and accommodation expenses will be charged separately, after the Client has given written permission to Prepr.
- 4.3. Prepr is entitled to amend the agreed prices and rates by a percentage equaling the price index per hour for commercial services, including special fees, as published by Statistics Netherlands, with 2015 = 100 serving as a basis. Prices and rates will be amended annually and communicated to the Client by Prepr in writing at least one (1) month before the effective date. If Prepr increases the agreed prices and rates by a percentage higher than stated above, the Client will be entitled to give notice of termination by registered letter within thirty (30) days of receipt of notification. Such termination will apply from the date on which the change(s) become effective.
- 4.4. In addition to the provisions of the previous section, any price or rate changes imposed by the suppliers of Prepr may be passed on immediately to the Client after having informed the Client thereof in writing.

Clause 5: Invoicing and payment

- 5.1. All invoices are to be paid by the Client within fourteen (14) days of the invoice date.
- 5.2. If the Client fails to pay, even after being sent a notice of default, the Client will owe Prepr can claim extrajudicial costs of at least fifteen percent (15%) of the total amount due. In addition Prepr will be entitled to charge statutory interest over the invoice amount with a minimum of € 250 (in words: two hundred and fifty euros). Prepr will then also be entitled to suspend provision of its Services to the Client, providing it gives written warning to this effect.
- 5.3. Payments by the Client will be made without any discount, deduction or any other set-off, unless parties have explicitly agreed otherwise.
- 5.4. Unless agreed otherwise, the Client undertakes to provide written and signed authorization for payment by direct debit, whereby the Client guarantees the accuracy and completeness of the completed direct debit instructions. The Client is not entitled to withdraw the authorization referred to in the previous sentence while the agreement between the parties is in force. Any costs incurred by Prepr as a result of the Client's incorrect reversal of amounts collected by direct debit will be charged to the Client.
- 5.5. The agreed prices and rates include a direct-debit discount for the Client. If the parties agree that payment will not be made by direct debit as referred to in subclause 5.4, each invoice sent to the Client will include collection charges to be determined by Prepr.

Clause 6: Warranties

- 6.1. Prepr aims to provide its Services as far as possible in accordance with the service levels specified in the SLA and will take all the necessary measures available to it in this respect.
- 6.2. The Client cannot claim under a warranty if the Client is in default to Prepr because, for instance, the Client has failed to comply with one or more of the conditions included in the SLA in force between the parties.
- 6.3. As far as its Services are concerned, Prepr warrants that these will be performed in a professional manner.

Clause 7: Exit arrangements

- 7.1. In the event of termination of a Continuous Service Prepr will, at the Client's request, enter into consultations with Client on any transfer activities needing to be carried out by Prepr, such as transferring and / or destroying data and Client Applications, as well as on the timeframe for performing such activities. Prepr will be entitled to destroy the data, Client Applications, Links and any other data of the Client on the Hardware if the Client does not submit such a request as referred to above within one (1) month of the Continuous Service being terminated.
- 7.2. All activities carried out by Prepr under this clause will be charged on the basis of actual costs at the applicable rates.

Clause 8: Confidentiality

- 8.1. Parties will treat in the strictest of confidence all information on each other's organization, Hardware, Application(s), Client Application(s), Links, data and ICT Infrastructure, as well as all other information that the parties knew or should know to be of a confidential nature. Except with the other party's prior written permission, neither party will make information or information carriers that are at its disposal and relate to the other party available to third parties or to its employees except insofar as such is required in order to perform the agreed activities.

Clause 9: Staff takeover

- 9.1. Parties will, without the prior written consent of the other party, not engage any staff members of the other party or third parties active for the other party who are involved in the execution of the agreement or who had been involved in the execution of the agreement for less than one (1) year in advance, subject to an immediately payable penalty of € 10,000 (in words: ten thousand euros) for each breach.

Clause 10: Security

- 10.1. Prepr is entitled to require from the Client that Client Applications managed by the Client are adequately secured in accordance with up-to-date standards of technology and taking account of the sensitivity of the data or information stored. With regard to security-related updates and system, web server and database software patches, security is presumed to be inadequate if these updates and patches are not implemented within 48 hours of their being made available by the suppliers of the relevant software and / or warnings by Govcert (<http://www.govcert.nl/>).
- 10.2. Prepr is entitled at all times to implement updates to and changes in the Application if these are required for security reasons. In case Prepr wishes to implement updates to and changes in the Application for other reasons, Prepr will consult with the Client before implementing the relevant updates to and changes in the Application.
- 10.3. The Hardware is not physically accessible by the Client without the prior written permission of Prepr, which permission the Client must specifically and explicitly request (for specifically designated employees of the Client). Prepr may attach conditions to the granting of such permission.

Clause 11: Intellectual property

- 11.1. All intellectual property rights, including copyright, on work provided by Prepr, including – but not exclusively– the software, applications or other results of Services provided by Prepr or her supplier(s), are held by Prepr, or her supplier(s) respectively. These rights are not transferable, unless otherwise agreed upon in writing.
- 11.2. Prepr is entitled at all times to add or remove mention of its name (or have mention of its name added/removed) and the Client does not have permission to make the result of the work public without mentioning the name of Prepr without prior written permission, unless the result of the agreement is not suitable for this.
- 11.3. When the Client has fulfilled all his obligations under the agreement with Prepr, the Client obtains an exclusive license to use the result of the agreement as far as the use is in accordance with the purpose that was agreed upon. When there are no agreements about the purpose, then the license to the use of the result of the agreement will be limited to the established intentions, which existed at the time the agreement was entered. These intentions must have been made known to Prepr before the agreement was entered.
- 11.4. The Client is not entitled to use the result of the agreement in ways beyond the limitations of the agreement or in ways other than those in the agreement without prior written permission from Prepr. In situations where there is use beyond the limitations set forward in the agreement, or in ways other than those described in the agreement, including, but not limited to, amendments, garbling or affecting the preliminary or final results of the Assignment, Prepr is entitled to a compensation for infringement on its rights.
- 11.5. Prepr remains entitled, even after a transfer of rights, to use the result of the agreement for its own publicity or promotional purposes, respecting the rights of third parties.

Clause 12: Rights of use and indemnities

- 12.1. The Client is entitled to use the Application(s) for the purpose for which Prepr has provided the Application(s) to the Client. If and insofar as Prepr has advised the Client of any conditions or additional conditions of Prepr or third-party suppliers applying to the use of the Application(s) or the Client is or should be aware of such conditions, such conditions will be strictly observed.
- 12.2. If and insofar as Prepr carries out copyright-protected replications of the Client Application(s) under an agreement with the Client, the Client undertakes to ensure that Prepr has all the licensing rights required for the Client Application (s).
- 12.3. Each party indemnifies the other against claims by third parties relating to the actual or alleged infringement of third-party intellectual property rights resulting from the use of the Application/Client Application.
- 12.4. Prepr indemnifies the Client only on the condition that the Client notifies Prepr of any such claim or action immediately and permits Prepr exclusively to conduct the defense against the claim or action. Prepr will not indemnify the Client if the breach or alleged breach is attributable to the Client.

Clause 13: Duration and termination

- 13.1. An agreement between Prepr and the Client will be entered into for the period stipulated in that agreement, in the absence of which that agreement will end no earlier than three (3) years after the calendar day on which the Client is provided with the Continuous Service in working order. After this period the agreement will automatically and tacitly be extended for an indefinite period until either party gives notice of termination at the end of a calendar quarter and subject to at least three (3) months' notice.
- 13.2. The Client is not permitted to terminate the agreement during the initial term, unless parties agree termination arrangements in writing or the agreement includes such arrangements, in which cases early termination will be possible with effect from the end of a calendar quarter, subject to payment of the sum stipulated in the termination arrangements and a notice period of at least three (3) months. Notwithstanding the above provisions in this subclause, early termination by Prepr is possible, subject to three (3) months' notice.
- 13.3. Contrary to the provisions in subclause 13.1 and subclause 13.2 of this clause, an agreement for Shared Hosting between Prepr and the Client will be entered into for an indefinite period and this agreement may be terminated by either party with effect from the end of a calendar month, subject to a notice period of at least five (5) Working Days.
- 13.4. If and insofar as termination is possible under the above provisions, such notice will be given by registered letter addressed to the other party and specifying the termination date.
- 13.5. Each of the parties is entitled to give notice that the agreement is to be dissolved by sending a registered letter, containing the dissolution date, to the other party if the other party attributably fails to fulfil the agreement and persists in such failure even after being duly granted a reasonable period of time to rectify the failure.
- 13.6. Each of the parties is entitled immediately to dissolve the agreement by registered letter requesting confirmation of receipt, without any demand or notice of default being required, if the other party files for or is granted suspension of payment or petitions for insolvency or bankruptcy or is declared insolvent or bankrupt, if the other party's business is liquidated, discontinued or terminated other than for the purposes of a merger, if a substantial part of the other party's assets or the infrastructure used for performance of the agreement is attached or if the other party can no longer be considered capable of fulfilling the obligations under the agreement.
- 13.7. If the Client dissolves the agreement, the Client loses its right to compensation.

Clause 14: Liability

- 14.1. Any liability of Prepr for an event, whereby a series of events will constitute a single event, will be limited to direct loss and to a maximum of the price stipulated for such agreement excluding VAT. If the agreement provides for continuing performance with a duration of more than one (1) year, liability will be limited to the total price agreed for one (1) year excluding VAT. The maximum extent to which Prepr will be liable will in any event be limited to €50,000 (in words: fifty thousand euros). Direct loss will be taken exclusively to mean:
- a.) reasonable costs that the Client incurs in order to have the performance of Prepr meet the terms of the agreement;
 - b.) reasonable costs that the Client incurs to trace and / or recover data lost by the Client as a result of a data loss attributable to Prepr for more than twentyfour (24) hours, only if and insofar as the Client has not had the opportunity to make back-up or hard copies of the relevant data;
 - c.) reasonable costs that the Client incurs as a result of having to keep its old system(s) and related facilities operational for longer if Prepr fails to comply with a firm delivery date agreed by the parties in writing;
 - d.) reasonable costs that the Client incurs in order to establish the cause and extent of the direct loss;
 - e.) reasonable costs incurred in order to prevent or limit loss.
- 14.2. The limitation of liability under subclause 14.1 will not apply if the loss involves death or physical injury, in which case liability will be limited to €1,000,000 (in words: one million euros).
- 14.3. Liability in respect of indirect and all other forms of loss or damage other than as referred to in subclause 14.1 is excluded.
- 14.4. Prepr will not be held liable for an attributable failure in the performance of the agreement until it is given proper notice of default by registered letter that contains notice of default and grants a reasonable period of time for Prepr to fulfil its obligations under the agreement and Prepr fails to fulfil its obligations within such period.
- 14.5. Prepr is not liable for any loss or damage resulting from directions or instructions or the following of directions or instructions given by the Autoriteit Consument en Markt (ACM) [Authority for Consumers and Market] or by any other authorities with statutory powers to give Prepr directions or instructions.
- 14.6. A right to compensation will arise only if Prepr is given proper, specific and detailed notification in writing of the damage or loss suffered as soon as possible after it becomes known and in any event within six (6) weeks of its being established.
- 14.7. Prepr B.V. cannot be held liable for damages of any kind that are the direct or indirect result of providing incorrect and / or incomplete information.

Clause 15: Force Majeure

- 15.1. Neither party is obliged to fulfil any obligation under an agreement if hampered from doing so by force majeure. Force majeure on the part of Prepr includes non-attributable failure in the performance of obligations by a supplier of Prepr, floods, fire, overheating, dust, terrorist attacks and / or acts of war.
- 15.2. If the condition of force majeure persists for more than ninety (90) days, the parties will have the right to terminate the agreement with immediate effect by means of a registered letter notifying the termination, without any obligation on either party to pay the other party compensation. Any activities already performed under the agreement will be settled by the parties pro rata.

Clause 16: Privacy

- 16.1. Under the Dutch Personal Data Protection Act (“WBP”), the Telecommunications Act and / or other legislation or regulations relating to privacy or the protection of personal data, Prepr will be considered the “Processor” and the Client will be considered the “Responsible Party”.
- 16.2. The Client is aware that, in its capacity as Responsible Party within the meaning of the WBP, it is obliged to inform Prepr of the measures to be taken in order to meet the requirements of the WBP.
- 16.3. In the relationship between Prepr and the Client, the responsibility of Prepr with regard to the personal data registered and processed by the Client by means of Prepr Services and / or infrastructure will never exceed that of a processor within the meaning of the WBP. By virtue of its obligations in its capacity as Responsible Party within the meaning of the WBP the Client will enter into consultation with Prepr before implementing any security plan if and insofar as the contents of such security plan may affect the business operations of Prepr.
- 16.4. In accordance with the WBP and other applicable legislation and regulations pertaining to the protection of privacy the parties will, if and insofar as applicable, guarantee a reasonable level of security for activities that include processing personal data as defined in the WBP. Whether the level of security is deemed reasonable will depend on all the circumstances, including the nature of the data, the current state of technology and the costs involved in guaranteeing a certain level of security.
- 16.5. Each party confirms that it indemnifies the other against all claims by third parties relating to a party’s failure to comply with the Client’s obligations under the WBP and other applicable legislation and regulations pertaining to the protection of personal data.
- 16.6. If Prepr is instructed by a statutorily designated authority or body or under a court decision to intercept or surrender signals or traffic data to an authority or body designated in law or by a court, Prepr may pass the resultant costs of this to the Client, if the intercepted traffic data are channeled from or to a connection of the Client. Under no circumstances may Prepr be held liable in such situations for any resultant damage caused to the Client.

Clause 17: Transfer and sub contractorship

- 17.1. Prepr is entitled to the use of third parties in performance of an agreement. The use of third parties will not affect (the limitations with respect to) the liability of Prepr as stipulated in Clause 14. (Liability).
- 17.2. The Client is not entitled to transfer rights and / or obligations to third parties without the prior written consent of Prepr. Prepr is at all times entitled to attach conditions to such transfer.

Clause 18: Provision of information

- 18.1. At the request of Prepr the Client will provide Prepr fully and promptly with all requested information that is required for proper performance of the agreement.
- 18.2. If data required for performance of the agreement are not provided to Prepr, or are provided late, or are not provided to Prepr in full, or in the format (digital or otherwise) required by Prepr, or are not as agreed between the Client and Prepr, or if the Client fails to meet its obligations in any other way, Prepr will have the right to suspend performance of its activities after giving a written warning to this effect. Prepr is entitled to charge the Client for any additional costs incurred in this respect at rates in accordance with the Prepr prices and rates then applying.

Clause 19: Applicable law and disputes

- 19.1. Dutch law will apply to all agreements concluded between Prepr and the Client.
- 19.2. Disputes arising from an agreement between Prepr and the Client will be submitted for arbitration to the Foundation for the Resolution of Automation Disputes (SGOA) in Heemstede, which is entitled under its Articles to take cognizance of the dispute.
- 19.3. Contrary to the provisions of subclause 19.2 of these General Terms and Conditions, disputes relating solely to Communication Services will be submitted to the Telecommunications Disputes Committee, which is part of the Dutch Foundation for Consumer Complaints Boards in The Hague.
- 19.4. A dispute will be deemed to have arisen if either party indicates that there is a dispute and describes the substance of the dispute as well as possible.
- 19.5. The provisions of subclause 19.2 will not affect the parties' right to apply in urgent cases to the Preliminary Relief Judge [Voorzieningenrechter] of the competent District Court for a decision in interlocutory proceedings or to apply to the competent District Court for protective measures.
- 19.6. The provisions of subclause 19.2 and subclause 19.4 will not affect the parties' obligation, wherever possible, to make every effort to resolve disputes relating to the performance of the agreement by mutual agreement.

Clause 20: General provisions

- 20.1. Unless agreed otherwise, Prepr will be entitled at its option, whether including a logo or otherwise, to list the Client as a reference on its website.
- 20.2. If one of the provisions of these present General Terms and Conditions is invalid or nullified, the remaining provisions will remain in full force and the parties will enter into consultation with each other on a new provision that retains as much as possible of the nature and purport of the invalid or nullified provision.
- 20.3. If and insofar as there is any inconsistency between these General Terms and Conditions and an agreement, the provisions of the agreement will apply.
- 20.4. If and insofar as there is any inconsistency between an agreement and the Appendices to an agreement, the provisions of the relevant agreement will apply.
- 20.5. If and insofar as there is any inconsistency between Appendices, the provisions of the Appendix with the lowest number will apply.
- 20.6. If Prepr carries out activities for the Client that were not foreseen when the agreement was entered into, such activities will be charged on the basis of the actual costs and the rates applying at the time.
- 20.7. Unless it is evident from the context that notification in actual written form is required (as, for example, in the case of documents to be sent by registered mail), notifications that the parties are required under the agreement to give to each other in writing may also be given digitally (i.e. by fax or e-mail), with the proviso that the burden of proof will rest on the party choosing to use an electronic medium if the other party states that a notification did not arrive or did not arrive in good order.
- 20.8. Any complaints must be submitted to Prepr in writing within one (1) month. Prepr will endeavor to handle and resolve the complaint within five (5) working days. A complaint will not release the Client from the obligation to pay invoices within the agreed payment term.

Clause 21: Use of infrastructure and client's duty of care

- 21.1. The Client will not, whether by act or omission, cause direct or indirect disruption of the functioning of any part of the infrastructure of Prepr, the infrastructure of third parties and / or Links between such infrastructures by data traffic or the contents or volume of such data traffic.
- 21.2. If Prepr believes that the uninterrupted functioning of the infrastructure of Prepr and / or services to the clients of Prepr is at risk of being disrupted in any way, including, but not limited to, disruptions caused by virus contaminations, Denial or Service attacks, port scans, hacking, Spam caused by or attributable to the Client, or otherwise, Prepr may give instructions that must be immediately followed by the Client, as well as suspend all or some of the services for as long as the relevant risk exists.
- 21.3. The Client will be in default, without any further notice of default being required, if the Client does not immediately comply with the instruction referred to in subclause 21.2.
- 21.4. Prepr offers its Services on the basis of fair-use policy. This means that in principle it does not impose any restrictions on the nature and extent of the Client's use of the Services other than as referred to in subclause 21.2 and subject to the restriction that Prepr reserves the right to take measures in the event of excessive use, being use that is significantly higher than that of the average Client. The Client must immediately take steps to end such excessive use or load upon notification to this effect by Prepr. Prepr is entitled to suspend Services in the event of constant excessive use or load. Prepr will pass on the costs of such excessive use or load to the Client at the prices and rates applying at the time. An excessive use or load also includes an excessively high use of processor capacity, memory capacity, network capacity and disk capacity, as well as excessive recourse to Support and management.
- 21.5. The Client will refrain from using the Services for acts and / or practices that are in conflict with the law (including the Dutch Criminal Code), the Personal Data Protection Act and the Telecommunications Act), netiquette (code of conduct for the internet), the agreement and the General Terms and Conditions or from using the Services in any other way that exposes Prepr to negative publicity.
- 21.6. Without prejudice to the above, the Client will refrain from using the Services to disseminate or facilitate Spam (including having open SMTP relays and / or proxies, having open proxies, hosting or allowing hosting of websites recommended by unsolicited messages and providing DNS Services for such websites).
- 21.7. It is up to the Client to prove that prior permission was granted by a recipient in the event of communications sent in large quantities by or on behalf of the Client. If a recipient granted prior permission by e-mail, a website or another electronic medium without any guarantees as to the sender's identity, permission will be deemed proven only if the recipient confirms that permission has been granted to the Client.
- 21.8. In the event of a breach of this clause, the Client will be liable for any damage or loss caused by the dissemination of Spam. Damage/loss also includes compensation of the time spent by Prepr on removing IP addresses of Prepr and other Clients of Prepr that

have been included in spam fighters' blacklists as a result of the Spam, as well as the costs of handling any complaints relating to Spam disseminated by Client.

- 21.9 The Client will not sell and / or rent the Services to any other party without the prior written consent of Prepr.
- 21.10. In the event of any breach of the provisions of this clause Prepr will have the right to terminate the agreement or stop or suspend all or some of its services and / or remove the Client's data from Hardware and / or, in the case of Housing, servers of the Client, whether temporarily or otherwise, without any effect on the Client's obligation to pay the remaining installments of the agreement and without any obligation to pay any form of compensation to the Client.
- 21.11. The Client will immediately notify Prepr if the Client is able at any time to access the Prepr network layers.

Clause 22: Housing

- 22.1. Clause 22. (Housing) applies if Prepr and the Client have entered into an Agreement on Housing with each other.
- 22.2. Prepr will ensure that the environment is equipped with the physical security measures that are customary in the sector and that the environment is equipped with a proper firefighting system and other systems so that it meets the service levels specified in the SLA.
- 22.3. Prepr will also arrange to install the Client's server(s) at the Prepr housing location.
- 22.4. If the Client wants to carry out on site maintenance on the server, it must apply to Prepr two (2) weeks beforehand, stating the name(s) of the person(s) for whom access to the Prepr housing location is requested. The Client is not entitled to enter the room in which its server is located without the prior written consent of an authorized Employee.
- 22.5. Maintenance at the housing location can be carried out only on Working Days and during Working Hours.
- 22.6. Maintenance at the housing location by the persons referred to in the agreement may be performed only under supervision of an Employee.
- 22.7. Prepr will ensure that provisions for connectivity and power supply are available.
- 22.8. The Client guarantees that the hardware it uses:
 - a.) is suited for the purpose for which it is used and meets the relevant national and international standards;
 - b.) has been built appropriately and is maintained in such a way that it will not cause damage to the housing location;
 - c.) does not result in any people, materials, data, hardware and / or software at the housing location being exposed to any danger;
 - d.) is updated/modernised from time to time;
 - e.) is fitted with adequate fire-prevention measures.
- 22.9. Prepr is entitled to refuse the Client's hardware if Prepr believes that the hardware does not meet the requirements referred to in subclause 22.8.
- 22.10. The Client will ensure the timely presence, maintenance and removal of hardware at the Prepr housing location that the Client wishes to use.
- 22.11. The Client will not install and / or change cables at the Prepr housing location without the prior written consent of Prepr. If the Client does install cables, it will ensure that these follow the designated routes specified by Prepr.
- 22.12. If the Client's hardware causes or threatens to cause a fire, fire alarm, short-circuit or other danger, Prepr will be entitled:
 - 1.) to inspect or have inspected the hardware,
 - 2.) to charge the Client for the costs of such inspection, and,
 - 3.) to seek recompense from the Client for any damage caused, and,

4.) will not be obliged to pay any compensation to the Client for any damage relating to acts or omissions by Prepr under subclause 22.12.

22.13 If and insofar as applicable, the Client will ensure that its employees observe the Prepr company rules.

Clause 23: Server hosting

- 23.1. Clause 23. (Server hosting) applies if Prepr and the Client have entered into an Agreement on Server Hosting with each other.
- 23.2. Prepr is not responsible for management of the server and so does not guarantee that the server will be available for the Client at all times.
- 23.3. The contents of sub clause 20.1 through sub clause 20.6 will apply mutatis mutandis to Server Hosting.
- 23.4. Prepr will ensure that the Hardware used for Server Hosting is connected to the facilities for connectivity and power supply.
- 23.5. Prepr is entitled to replace the Hardware at any time. Prepr will promptly inform the Client of the consequences that the replacement will have for the Client.

Clause 24: Application hosting

- 24.1. Clause 24. (Application hosting) applies if Prepr and the Client have entered into an Agreement on Shared Hosting, Hybrid Hosting or Private Hosting with each other.
- 24.2. Application Hosting may consist of Hybrid Hosting, Shared Hosting and Private Hosting.
- 24.3. In the case of Application Hosting, Prepr will ensure the maintenance and management of the Hardware and Application used in the Application Hosting.
- 24.4. The Client is not allowed to use the Application in a way that will cause damage to the hosting services, Prepr, or a third party or that may result in a malfunctioning in the Services of Prepr.
- 24.15. If and insofar as applicable, Prepr will announce periodic maintenance activities one (1) week in advance and will inform the Client as far as possible of the likely effects of such maintenance activities on the availability of the Services. Prepr is at all times entitled to carry out maintenance activities that are required urgently.

Clause 25: Shared hosting

- 25.1. Clause 25. (Shared hosting) applies if Prepr and the Client have entered into an Agreement on Shared Hosting with each other.
- 25.2. Prepr charges a periodic fee for each user.
- 25.3. The Client is aware that the nature of the services is such that the level of security and integrity may be lower than is required for certain personal or other data.
- 25.4. In addition to the fair-use principle, Prepr may impose restrictions in the agreement on the Client in respect of bandwidth, data volume, system load, and disk space.
- 25.5. The Client cannot use applications other than the Applications made available by Prepr.
- 25.6. The Client is aware that the nature of the services is such that performance may be affected by the services' use by other clients of Prepr.

Clause 26: Hybrid hosting

- 26.1. Clause 26. (Hybrid hosting) applies if Prepr and the Client have entered into an Agreement on Hybrid Hosting with each other.
- 26.2. Prepr charges a periodic fee for each server and each shared component. In addition, Prepr may charge a fee for each user.
- 26.3. The Client is aware that the nature of the services is such that the level of security and integrity may be lower than is required for certain personal or other data.
- 26.4. In addition to the fair-use principle, Prepr may impose restrictions in the agreement on the Client in respect of bandwidth, data volume, system load, and disk space, where the data limit depends on the number of users.
- 26.5. At the Client's request Prepr will adjust the technical design of the Application to suit the Client's wishes, if and insofar as reasonably possible. The design of the Application will be determined on a project basis and charged by Prepr on the basis of actual cost or, if and insofar as agreed, charged separately at a fixed price, unless the parties agree otherwise. If and insofar as the Client installs or arranges to install customized software on the Application, such software must be approved by Prepr before being installed on the Hardware.

Clause 27: Private hosting

- 27.1. Clause 27. (Private hosting) applies if Prepr and the Client have entered into an Agreement on Private Hosting with each other.
- 27.2. Prepr charges a periodic fee for each server.
- 27.3. Prepr is entitled to impose restrictions on the Client's use of the Services. If the Client fails to adequately observe such restrictions, the guarantees included in the SLA and elsewhere will lapse.
- 27.4. The Client is entitled to install and use Client Applications on the Hardware.
- 27.5. At the Client's request Prepr will adjust the technical design of the Application to suit the Client's wishes, if and insofar as reasonably possible. The design of the Application will be determined on a project basis and charged by Prepr on the basis of actual cost or, if and insofar as agreed, charged separately at a fixed price, unless the parties agree otherwise. If and insofar as the Client installs or arranges to install customized software on the Application, such software must be approved by Prepr before being installed on the Hardware.

Clause 28: Communication services

- 28.1. Clause 28. (Communication Services) applies if Prepr and the Client have entered into an Agreement on Communication Services with each other.
- 28.2. Prepr will charge a periodic fee per call/per minute/per other unit. In addition, Prepr may charge a fee per connection/number/user.
- 28.3. At the Client's request, Prepr will send fully or partly non-specified invoices for electronic communication services supplied by Prepr.
- 28.4. Prepr will offer the Client the opportunity for a free listing in the telephone directory and also for inclusion in directory services. The listing in the telephone directory will include the Client's name, address, postcode, place of residence and telephone number.
- 28.5. If the Client uses the rights referred to in subclause 28.4 of these General Terms and Conditions, Prepr will be regarded as a processor within the meaning of the Personal Data Protection Act. The Client will indemnify Prepr against any loss or damage resulting from incorrect details and information being stated for inclusion in the telephone directory.
- 28.6. Prepr will ensure that the Client has access to a subscriber information service. Prepr will also ensure that the Client has free access to an emergency service as designated in the national number plan.
- 28.7. The Client is aware that the Prepr Communication Services are nomadic services and that no location data or no correct location data can be included in transmissions to emergency numbers, including the general 112 emergency number. Prepr cannot be held liable for any loss or damage caused by the non-provision of location data when the emergency number is called from a telephone number that the Client uses or allows to be used under an Agreement on Communication Services. The Client indemnifies Prepr against any claims by third parties that result from the non-provision of location data to emergency numbers when the emergency number is called from a telephone number that the Client uses or allows to be used under an Agreement on Communication Services.
- 28.8. At the Client's request, Prepr will offer the Client the opportunity to easily reverse, free of charge, the forwarding of third-party calls to the network connection point used by the Client.
- 28.9. The parties will assist each other in any way required in order to fulfil the obligations resulting from the Telecommunications Act or other rules and regulations (with regards to privacy).

Clause 29: Version policy

- 29.1. The Client is at all times obliged to comply with the Prepr policy on new and improved versions if it arranges for Hybrid Hosting, Server Hosting or Shared Hosting, unless otherwise agreed in the agreement.
- 29.2. If the Client arranges Private Hosting, it may determine for itself when it switches to a new or improved version of the Application, whereby the version it wishes to use must not be newer than the latest version approved by Prepr and must not be more than one version behind the version most recently approved by Prepr.
- 29.3. Changes and / or additions to the Application and / or Client Applications made available or a replacement by a new Application and / or Client Applications, including new and improved versions, may result in the performances and / or applications or application options of the Application being restricted when used in combination with the specific ICT Infrastructure. Prepr will inform the Client as soon as possible if a new or improved version places additional demands on the ICT Infrastructure.
- 29.4. Prepr seeks to ensure that any new and improved versions of the Application and / or Client Applications that it supplies are compatible with the Client's ICT Infrastructure and data files.

Clause 30: Consultancy

- 30.1. As far as the level of training, expertise and experience of Employees is concerned, Prepr guarantees to the Client that the Employee(s) will be able to perform the anticipated activities properly.
- 30.2. If the Client reasonably believes that the Employee(s) lacks/lack one of the qualifications referred to in subclause 30.1 or is/are not performing activities properly, the parties will consult on the replacement of the Employee(s) and any costs involved.

Clause 31: Telecommunication

- 31.1. If the Client requires telecommunication services in order to use the hosting, the Client will be responsible for promptly selecting and acquiring appropriate facilities. The Client will ensure that it obtains any required permits and adheres to all related conditions imposed by suppliers of telecommunication facilities and any third parties in this connection.

Clause 32: Domain name registration

- 32.1. If and insofar as applicable, Prepr will mediate in applying for a domain name. The terms and conditions of the organization responsible for registration will apply directly to the Client and to the application for and use of the domain name.
- 32.2. If Prepr mediates in applying for a domain name, the domain name will be registered in the Client's name and at the Client's expense and risk. The Client is responsible for the use of the domain and domain name.

Clause 33: SSL Certification

- 33.1. If and insofar as applicable, Prepr will mediate in applying for an SSL certificate. The terms and conditions of the organization responsible for granting the certificate will apply directly to the Client and to the application for and use of the SSL certificate.
- 33.2. If Prepr mediates in applying for an SSL certificate, the certificate will be registered in the Client's name and at the Client's expense and risk. The Client is responsible for the use of the SSL certificate.