

Terms and Conditions for Cloud Services (BOC Group)

As of 29.08.2016



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The present Terms and Conditions for Cloud Services are structured as follows:

Part	Title	Content
Part 1	SERVICE DEFINITION	Defining the service offering of BOC Group.
Part 2	SUBSCRIPTION AND REMUNERATION	Detailing the subscription and all components of a subscription. Detailing subscription and cancellation periods
Part 3	DATA HANDLING	Defining data processing by BOC Group and third parties, data storage and retention
Part 4	SERVICE LEVEL AGREEMENT	Detailing service availability, support availability, reaction times, third parties, etc.
Part 5	GENERAL PROVISIONS	General provisions for the present Terms and Conditions.

PART 1. SERVICE DEFINITION

1. BOC Cloud Services are services of BOC Products & Services AG (hereafter: BOC Group). BOC Cloud Services include the “1-Click Try-Out”, the “30-Day Free Trial” and the “Commercial Cloud Services” of the BOC Management Office (ADONIS, ADOSCORE, ADOIT, ADOLOG) (hereafter: the Product) being offered online.

2. Cloud Services typically consist of licence rental for the Product, maintenance services for the licenced Product and the technical operation of the Product (also known as SaaS).

2.1. Definition of “1-Click Try-Out”: The “1-Click Try-Out” (hereafter: Try-Out) is a service not intended for productive use and shall only provide an opportunity to get a first impression of the Product and a brief overview of its functionality. The Try-Out shall be considered as an interactive promotion service based on the Product and sample content.

2.2. Definition of “30-Day Free Trial”: The “30-Day Free Trial” (hereafter: Free Trial) is a service not intended for productive use and shall

only be used to test and evaluate the Product, Cloud Services and the related product functionality during a 30-day evaluation period.

2.3. Definition of “Commercial Cloud Services”: The “Commercial Cloud Services” are services intended for productive use by the Client. Therefore, a suitable service level agreement is being provided within this agreement to govern the quality of service (see PART 4).

3. Cloud Services are provided solely to natural or legal persons in terms of §§1-3 UGB (Unternehmensgesetzbuch, Austria) which are registering for and using Cloud Services in execution of their commercial or independent professional activities (hereafter: Client).

PART 2. SUBSCRIPTION AND REMUNERATION

4. BOC Group grants the Client a non-exclusive, non-transferable licence to use the Cloud Service under consideration and in accordance with all of the terms and conditions of this agreement. This licence does not include the right to sublicense or to pass account details to third parties.

5. The licence shall remain in effect only as long as the Client is in full compliance with all terms and conditions and shall terminate automatically if the user fails to comply with any such term or condition or upon cancellation. The licence for the Free Trial expires automatically latest after 30 days from registration.

6. Commercial Cloud Services can be ordered on a continuous monthly basis (monthly subscription period) starting at the date of placing the order. Commercial Cloud services are subject to a service fee. It will be charged to the Client's credit card monthly in advance. The preconfigured ADONIS NP Starter Edition is exclusively provided via credit card payment. Custom configurations and other payment methods are provided in the ADONIS NP Enterprise Edition. Invoicing may be executed by third parties on behalf of BOC Group.

7. In general, the subscription can be cancelled at any time. Cancellation has to be provided in writing one (1) week before the end of the current subscription period to be effective at the end of the current period. If the deadline is missed, the subscription is renewed automatically for another one (1) month period and then cancelled automatically.

PART 3. DATA HANDLING

8. Free Trial and Commercial Cloud Services are bound to a personalized registration on the BOC Group Website. Data required for processing such requests may contain e. g. contact details (such as name, company name, email address etc.) and payment information.

9. For executing on your request, BOC Group may share parts of this data with selected third parties (please see PART 4 for details on these third parties):

9.1. For managing the subscriptions of Cloud Services, BOC Group is using a product of a partner company. By subscribing to a Commercial Cloud Service the Client agrees to store data in their data centre and acknowledges their data policies.

9.2. For handling payments to subscriptions BOC Group is relying on a partner company. By authorizing a payment via the BOC Group Website the Client agrees to be bound to their terms of use and privacy policies.

9.3. All Cloud Services in general are being operated at a partner company providing Infrastructure-as-a-Service (IaaS). By using any of the Cloud Services the Client agrees to store material and content in their data centres. The Cloud Services are managed and maintained by BOC Information Technologies GmbH, Vienna, Austria.

9.4. By using the Free Trial or Commercial Cloud Services, the Client agrees to have its data forwarded to selected partner

companies for executing on the Client's request. The Client agrees that BOC as well as these selected third parties may process this data for the same purpose and share selected data with other third parties (e.g. for payment processing).

9.5. BOC confirms to not provide any data other than that to any other third party that supersedes the requirement to execute on the Client's request.

10. In addition, for Cloud Services in general, BOC Group may collect anonymous usage statistics, such as the number and load of simultaneous usage for server resource allocation in the efforts to improve the Cloud Services.

11. The data provided, not including these terms and conditions, will be saved for the purpose of processing the request. Upon entering the data it will be checked on plausibility (in terms of submission of mandatory data, existence of the email address or validity of the credit card data). The Client is responsible for accuracy of the data provided.

12. The Client agrees to get contacted by BOC Group for the purpose of inquiring experiences with Cloud Services and to receive information on Cloud Services and related products, services and events of the BOC Group.

13. The Cloud Services allow the Client to store information within the provided Product. BOC Group is not responsible for any of the materials and content that are stored by the Client. In particular, BOC Group is not obliged to check whether the material and content provided violate applicable law, in particular the copyright, registered trademarks and competition regulations.

14. The Try-Out allows to save information temporarily while the session is active. Upon closure or time-out of the session all information modelled or stored temporarily will be dropped.

15. Free Trial and Commercial Cloud Services contain a data storage and backup strategy.

15.1. After termination of the Free Trial, the modelling results and stored data will be retained for a maximum period of thirty (30) days. When converting the Free Trial into a Commercial Cloud Services within this period, the modelling results can be migrated to the production environment upon request. After expiration of this period, all modelling results and stored data will be permanently deleted.

15.2. After termination of Commercial Cloud Services, the Client's modelling data will be exported and retained for six (6) months. Within this period, the exported data will be made available for download upon request of the Client. When reactivating the Client's account within this period, the modelling data can be re-imported upon request. After expiration of this period all modelling data will be permanently deleted.

PART 4. SERVICE LEVEL AGREEMENT

16. Software Version
ADONIS NP Starter Edition
17. Provision
Via HTTPS
18. Software requirements
https://www.boc-group.com/cloud-services/faq/
19. Infrastructure Services (IaaS)
IaaS-Provider: Cloudsigma AG, Saegereistrasse 35, 8152 Glattbrugg (Canton Zurich, Switzerland), ISO27001-certified data centre, legal
20. Third Party for Subscription Management
FastBill GmbH, Kaiserleistraße 51, 63067 Offenbach am Main (Germany), data policy.
21. Third Party for Payment Handling
Stripe Payments Europe Ltd., Hartcourt Centre, Dublin 2 (Ireland), terms of use and privacy policy .
22. Evaluation
10 minute anonymous use: 1-Click Try-Out 30 day personalized use: 30-Day Free Trial
23. Commercial licencing
Named Use Licences for Designers & Readers
24. General availability
24/7/365
25. Expected service availability
99% availability within the defined service availability: <ul style="list-style-type: none"> Monday – Friday, 08.00-18.00 CET (excluding announced maintenance slots and Austrian bank holidays) Downtime resulting from any causes beyond the control of BOC, such as downtimes of infrastructure services, third party services, software, hardware, or telecommunication failures or force majeure, or that are not reasonably foreseeable by BOC are excluded from the Service Availability calculations.
26. Support availability
Monday – Friday, 08.00-18.00 CET (excluding Austrian bank holidays)
27. Support contact
<ul style="list-style-type: none"> Email: support@voc-cloud.com Phone: +43-1-905 10 81-28 80
28. Reaction times* (for incidents and service requests)
<ul style="list-style-type: none"> Inhibiting disruption/high priority: 2 hours Obstructive disruption/medium priority: 4 hours Minor disturbance/low priority: 8 hours For each: within the support availability
29. Resolution times* (for incidents)
<ul style="list-style-type: none"> Inhibiting disruption: 1 working day Obstructive disruption: 2 working days Minor disturbance: 4 working days

For each: within the support availability
30. Processing times* (for service requests)
<ul style="list-style-type: none"> Requests of high priority: 1 working day Requests of medium priority: 2 working days Requests of low priority: 4 working days For each: within the support availability
31. Location of Data
Switzerland
32. Location of Backup
Germany
33. Data Backup and Retention
Daily data backup
<ul style="list-style-type: none"> Retention: 14 days daily After end of 30-Day Free-Trial: 30 days After end of commercial usage: 6 months * within Support availability

PART 5. GENERAL PROVISIONS

34. The General Terms & Conditions of the BOC Group (GTC) apply.

35. The present Terms & Conditions for Cloud Services (T&C) will prevail over the GTC.

36. Agreements made in a specific offering will prevail over the present T&C.

37. In case of differences between these T&C and any translation of this T&C document, the English version of the present T&C will prevail.