

PROSTEP

Terms and conditions for the free use of OpenDXM GlobalX as a cloud service

Section 1: Subject matter of the contract

PROSTEP AG, HRB 8383 Darmstadt, UID: DE164374342 (hereinafter referred to as PROSTEP) allows the customer to use OpenDXM GlobalX free of charge. This free service offering is intended exclusively for companies within the meaning of Section 14 of the German Civil Code (BGB). The contract covers a number of users; these may include a company's own users or users of business partners (i.e. partners, customers, clients and the like set up by the customer for free use).

The purpose of allowing access to the solution during the period of free use is to convince the customer of the quality of the system in the course of its productive use. The system may be used exclusively for commercial purposes.

1.

The use of OpenDXM GlobalX as a cloud service covers the provision of the infrastructure and IT administration required to operate the solution, in addition to the software itself. The PROSTEP AG customer receives this service package from a single source.

2.

The solution is operated in the cloud infrastructure of PROSTEP's contractual partner Amazon Web Services (AWS) – only on servers located in Germany-Frankfurt.

3.

Use is via a fixed URL, with encrypted communication ensured by means of an SSL certificate and configuration. User access is via personalized user accounts (see Section 2(3)).

4.

Use of the free OpenDXM GlobalX solution is restricted to a maximum of 10 users; this number includes a company's own users as well as users of its business partners. According to our fair use clause, the total transfer volume is limited to 20GB per month.

5.

In addition to use of an SSL-encrypted transport channel, data is encrypted by means of RSA signature verification using a private-public key process during storage and transport alike. This encryption process protects each individual file, with access to the encrypted files secured by means of appropriate technical and organizational measures in line with ISO 27001 and EU-GDPR.

6.

There is no room for customization in the free service offering.

7.

When the cloud service is set up, your administrators receive a short briefing from PROSTEP (on the creation and administration of user accounts and WebSpaces, as well as other administrative tasks). This one-time briefing is held exclusively via web session.

Section 2: Definitions

1.

OpenDXM GlobalX: OpenDXM GlobalX is a managed file transfer (MFT) solution that provides for highly secure data exchange via the internet.

2.

WebSpace: The encrypted data (files) is dispatched and provided via so-called WebSpaces. Access authorization to the WebSpaces and the data provided via these WebSpaces is managed by means of extensive rights and role management. The free offering covers just one personal WebSpace per user with the following settings:

- The data, once uploaded, is saved in the addressed WebSpace in encrypted form and available for downloading by recipients for a period of 10 days, after which the user data is automatically deleted.
- The transaction data is retained for research purposes and for the purpose of traceability during the entire period of use and for as long as this contract is in force, after which it, too, is permanently deleted.
- The WebSpaces are set up for a volume of 5 GB each.

2.

User account: Users access OpenDXM GlobalX via user accounts. These are linked 1:1 to natural persons. A user account comprises the allocated user ID and a personal password to be selected by the respective user in accordance with defined password rules.

3.

Administrator account: A company opting to use the free OpenDXM GlobalX cloud service for the exchange of data with its business partners defines an administrator who is a natural person and who is authorized to manage a maximum of 10 user accounts for both the company's own users and the users of its business partners. The administrator can set up new user accounts and deactivate existing user accounts.

4.

Templates: Predefined templates make it very easy for an administrator to set up new user accounts. The administrator uses the templates (forms) to enter the personal data for the user account to be set up. Rights for this account are assigned automatically via the template.

5.

Activation link: When a new user account is created, OpenDXM GlobalX automatically generates an activation link that is mailed to the e-mail address saved for the user account in question. The activation link is valid for 72 hours and is used for the assignment of a personal password.

Section 3: Contract conclusion

In order to use OpenDXM GlobalX free of charge, the customer must register via the contact form on the PROSTEP website. The customer is required to confirm the existing terms of use, the order processing agreement and the data privacy policy. The contract for free use of the OpenDXM GlobalX cloud service is only concluded with receipt of a written confirmation from PROSTEP sent by e-mail.

Section 4: Rights of use

1.

PROSTEP is exclusively entitled to all rights to the software provided in the relationship between the contractual parties. PROSTEP grants the customer the non-exclusive, non-transferable right, unlimited in respect of time, to use the software for the contractually agreed purposes as outlined under Section 1.

2.

User accounts and/or the access parameters of user ID and password may not be transferred.

3. The customer is to receive the following scope of supply for the exercise of user rights:

- Access to the OpenDXM GlobalX cloud service
- Manual in electronic format (PDF file)

The customer is not entitled to receive either the software or the source code.

4.

Any extension of the options for use will require a separate contractual agreement. PROSTEP is entitled to check the scope of use at any time via a license manager. Should PROSTEP establish that the customer is using the software beyond the agreed scope, PROSTEP will be entitled to terminate the contract with immediate effect and without prior notice by blocking both the company's own user accounts and those of its business partners. If this happens, PROSTEP will inform the customer accordingly via e-mail. Further rights remain reserved.

Section 4: OpenDXM GlobalX software and customizing

1.

PROSTEP provides user templates in order to facilitate the creation of user accounts for administrators. A distinction is made between a company's own user accounts and those of its business partners, with different authorizations saved in the system.

Own users

- may send documents to the personal WebSpaces of other own users
- may send documents to the personal WebSpaces of users of business partners
- may become members of the administration group with a view to creating further user accounts and the like

Users of business partners

- may send documents to the personal WebSpaces of own users

2.

The solution can be accessed via a web browser listed in the applicable technical specifications for OpenDXM GlobalX. A list of supported web browsers and versions can be viewed in the course of the registration process. PROSTEP will not be held responsible for software limitations or malfunctions resulting from the use of web browsers that are not supported.

Section 5: Obligations of PROSTEP

1.

PROSTEP's obligations include the services stipulated within the scope of the contract:

- Updating the software and operating system at PROSTEP's discretion, i.e. the customer has no entitlement to updates

- System monitoring

2.

Support queries can be addressed to the PROSTEP product hotline. The product hotline has the following business hours:

Monday – Friday 9.00 a.m. to 5.00 p.m., excepting public holidays, at the PROSTEP headquarters in Darmstadt. Problems can be reported via answering machine or e-mail outside the above-mentioned hours.

PROSTEP product hotline

E-mail: hotline@prostep.com

Tel: +49 6151 9287 444

3.

No response times are stipulated during the period of free use.

Section 6: Obligations of the customer

1.

The customer is obliged to keep the access data provided secret and safe from unauthorized access by third parties, in order to prevent misuse by the latter to this end. Personal passwords must be changed after 12 months.

2.

The customer is responsible for setting up and managing its own user accounts and those of its business partners.

3.

The customer may not use the cloud service in order to perform criminal offenses, including in particular – but not limited to – offenses against sexual self-determination, the planning of or incitement to acts of violence, breaches of intellectual property rights, fraudulent acts, libel, defamation, computer crimes or other criminal offenses.

4.

The customer is obliged to use the cloud service as stipulated in the contract for its own users and users of business partners who have been set up accordingly.

5.

Data exchange is only permitted as contractually stipulated in Section 1(1-7).

Section 7: Technical requirements

The customer itself is responsible for complying with the technical requirements that are deemed necessary by PROSTEP in providing the contractual service as stipulated in Section 1 and of which the customer is notified in the course of the registration process.

Section 8: Availability

1.

The GlobalX cloud service is available for use around the clock (7 x 24 x 365). Periods of non-availability may result from the software updates mentioned in Section 5, of which advance notice will be provided via e-mail.

2.

Non-availability periods may also ensue as a result of the failure of individual infrastructure components. These components are protected by appropriate SLAs concluded with the operator, AWS, in order to ensure that operations can resume as quickly as possible. In the event of any lengthy downtimes of more than 4 hours, PROSTEP will notify its customers accordingly via e-mail without delay. The customer has no entitlement to guaranteed availability times.

Section 9: Warranty

Warranty claims are excluded. The customer is obliged to perform its own data backup in respect of the “user and metadata” that it saves in the system.

Section 10: Liability

1.

PROSTEP assumes unlimited liability in the event of personal injury and in other cases in which unlimited liability is stipulated (e.g. in accordance with the German Product Liability Act (Produkthaftungsgesetz), in the event of intent or negligence, or of injury to life, body or health).

2.

In the case of slight negligence, PROSTEP’s liability is limited to a maximum of EUR 500,000 per claim for foreseeable and typical damage, including consequential losses, but to a maximum of EUR 2,000,000 for all claims arising within a single contractual year.

3.

By derogation from no. 2 above, PROSTEP does not, however, accept liability for claims for consequential losses such as loss of earnings, downtime, or contractual claims by third parties.

Section 11: Confidentiality and data protection

1.

The contractual parties undertake to maintain secrecy in respect of all information, documentation and data to which they may become privy during the performance of contractual services, and undertake not to make such information accessible to others unless for the purpose of the contract. The customer must take appropriate measures to ensure that third parties do not obtain access to the contractual software or to other documentation from PROSTEP. The contractual parties will make their employees aware of the obligation to observe secrecy. PROSTEP is entitled to exploit any know-how gleaned in the course of performance of the contract for its business operations, and in particular for the further development of the software, and to further develop any general technologies and concepts acquired in the process.

2.

The customer consents to the collection, processing and use of the required data by PROSTEP within the framework of the statutory provisions. This is performed exclusively on servers located in Germany.

3.

The customer is responsible for processing the personal data of its own users and those of its business partners set up in the system by its administrators, and for obtaining the requisite consents.

4.

PROSTEP undertakes to observe national and international data protection legislation in conducting its business and processing data. Our processes and methods are subject, among other things, to the strict requirements laid down in EU-GDPR and the ISO 9001 and 27001 certifications.

5.

Should processing take the form of an order processing relationship, the provisions of Art. 28 GDPR must be observed and implemented. One of these provisions is the conclusion of an order processing contract and forms part of the contract for the free use of the OpenDXM GlobalX cloud service.

6.

An order processing agreement already exists between AWS and PROSTEP. With this agreement, PROSTEP imposes the same data protection obligations on AWS that arise from the contract between PROSTEP and the responsible party (principal). The employees of AWS never have access to the content of the database and are unable to view the data saved in encrypted form.

7.

In order to use the OpenDXM GlobalX cloud service free of charge, the customer must confirm the order processing agreement and the data privacy policy.

Section 12: Term and right of termination of the contract

1.

The contract for free use of the OpenDXM GlobalX cloud service will begin when the service is activated and end with its termination.

2.

PROSTEP will terminate the contract automatically should the customer fail to exchange any data over a 6-month period.

3.

PROSTEP reserves the right to end the free OpenDXM GlobalX cloud service offering at 3 months' notice and to terminate the contract. The customer will receive notification to this effect via e-mail.

Section 13: Place of jurisdiction and applicable law; concluding provisions

1.

The place of performance will be the headquarters of PROSTEP. The headquarters of PROSTEP will be the place of jurisdiction for any disputes concerning the contractual relationship if the customer is a businessman, a public-law entity or a separate estate under public law, or has no domestic place of jurisdiction. German law will apply, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

2.

Should individual provisions of these terms and conditions be or become ineffective, or should these terms and conditions prove to be incomplete, this will not affect the validity of the remaining provisions. Should such an eventuality arise, customers will attempt to settle or to supplement the points in question by mutual agreement in such a way as to achieve the intended commercial purpose as closely as possible in a legally permissible manner. This paragraph also applies mutatis mutandis in respect of gaps that have to be filled.

3.

Should these provisions be translated into another language, the German versions will take precedence in the event of deviations or difficulties in interpretation.