



## General terms and conditions EGroupware Hosting and Support Managed Email Services

### 1. Contractual partner

The contractual partner is Stylite GmbH (named Stylite), Morschheimer Straße 15, D-67292 Kirchheimbolanden (Germany).

### 2. General rules

The following terms and conditions apply to all kinds of business in the field of EGroupware hosting, support and managed mail services. The appropriate version is applicable at the time the contract is concluded. Differing conditions of the customer are not recognised by Stylite, unless Stylite has given written approval.

### 3. Conclusion of contract

(1) Stylite's service offers are non-binding. Stylite reserves the right to make technical and other changes.

(2) The customer is offering a binding contract by ordering services. Stylite confirms the order immediately by email. This confirmation can be a binding acceptance of the contract by Stylite.

(3) Stylite is entitled to accept the customer's offer within a period of 5 working days. Stylite is also entitled to reject the offer e.g. after credit check. The contract becomes binding by providing the service to the customer.

### 4. Objectives

The objectives of collaboration are due to the present document and the actual price lists and conditions.

These govern the provision of:

- EGroupware hosting
- EGroupware support
- Stylite managed mail services

### 5. Specification of Services

#### 5.1. EGroupware hosting

(1) Stylite provides with the EGroupware hosting package a preconfigured database for customer use as a managed service of Stylite computing centre.

(2) The EGroupware hosting package refers to the current software version of Stylite, which may differ from the publicly available open source release.

(3) Stylite grants the right to use the provided EGroupware version in the Stylite computing centre for the duration of the contract.

(4) The precondition for the use of the EGroupware database in the Stylite computing centre is a computer with an Internet browser and appropriate Internet access. The connection to the Internet as well as the equipment needed by the customer (hardware and software) is not covered by this contract. Stylite provides the access to the EGroupware database via the Internet by encrypted transmission protocols (e.g. https).

#### 5.2. Stylite managed email services

If Stylite provides email accounts to the customer for his use, Stylite runs spam and virus filters on its mail servers. Both parties accept that it is not possible to exclude completely the forwarding of all undesired advertising emails (spam) to the mail accounts of the customer, and that virus protection cannot be entirely guaranteed. Stylite is not obliged to deliver complete freedom from spam and viruses, but commits to do everything possible to keep defences up to date, in order to shield against spam and viruses.

#### 5.3. Technical support EGroupware hosting

(1) Stylite maintains a hotline for reporting technical problems regarding use of EGroupware in the computing centre.

(2) The technical hotline is available at German working days from 08:30am to 12:00am and from 01:00pm to 05:00pm (timezone GMT +1).

#### 5.4. User support EGroupware Hosting

(1) Stylite provides online support in the form of a knowledge base (FAQs, tips, etc.) and training documents, based on preconfigured EGroupware database on the Stylite website (MyStylite).

(2) Further support, training or consulting is not included in the EGroupware hosting packages and can be ordered additionally on the basis of support packages according to the current price lists and conditions.

#### 5.5. General support of EGroupware for autonomous software installations

Stylite provides support for autonomous EGroupware installations according to appropriate support packages and current price lists and conditions. The service level has to be agreed in each case by the parties.

#### 5.6. Availability of services

(1) Stylite ensures accessibility of its servers from 99% in annual average. Excluded are periods where the systems were not available because of technical or other problems that are not in the responsibility of Stylite (force majeure, fault of others, etc.) and due to other measures (for example announced regular periodic maintenance work).

(2) Stylite reserves the right to temporarily restrict the access to the services, if the security of network operations, integrity of the network and hosted data is endangered.

#### 5.7. Data backup EGroupware hosting

(1) Stylite provides a data backup of the customer's EGroupware database on a daily basis in the computing centre.

(2) The handing over of the customer's EGroupware database during the contract period or upon termination of the contract has to be agreed individually.

(3) Any restoration of archived data (restoring) at the request of the customer is not included in the EGroupware hosting packages and constitutes an additional service according to the current price lists and conditions.

### 6. Software updates

Stylite updates EGroupware at intervals. These updates relate to functional enhancements, safety and bugfix releases.

### 7. Responsibilities of the customer

#### 7.1. General regulations

(1) By using the services of Stylite, the customer agrees to observe technical standards. Further, he agrees to take appropriate measures to assure security of data, to keep passwords confidential and/or to immediately change passwords or have passwords changed, should the suspicion arise that unauthorised persons or entities have obtained access to these.

(2) The customer agrees to refrain from all activities which may endanger or compromise the safety and security of Stylite, other customers of Stylite, as well as other Internet users. Such activities include, in particular, using the services of the provider to:

- Access, influence or interrupt the function or integrity of technical systems, programs and applications of third parties and/or of Stylite against their will, and/or to access, modify, destroy or store data of any kind belonging to third parties or to Stylite (for example through the development, release or distribution of viruses, worms, trojans, etc.).



- Send unwelcome or undesired email and which can be classified as Spam or Junk-Email.
- Falsify IP-addresses of others for the purpose of gaining or granting non-existent authority to access computers and or internal networks of third parties, send falsified IP-addresses to Domain Name Servers in order to re-route data belonging to the true owners of the IP-addresses, and/or programs and use hyperlinks with modified characters and/or graphical elements, which are intended to lead other Internet users to believe they are accessing the website of another party.

## 7.2. Assignment and subcontractors

(1) The customer is not entitled to resell or reassign the services to third parties.

(2) The customer is obliged to pay such fees as may be incurred through the authorised usage by third parties of the access and/or services granted by this contract. The same holds true for unauthorised usage by third parties, unless the customer can prove that this access occurred as the result of an evasion or removal of the Provider's security measures, for which the customer bears no responsibility.

## 7.3. Compliance with legal requirements, rights of third parties

(1) When utilising the services of Stylite, the Contractor is obliged to respect and conform to legal and civil requirements, especially with regard to the data privacy, criminal, intellectual property and/or trademark laws, or other requirements for the protection of industrial property, and not infringe on the rights of any third party. With regard to this, the Contractor must particularly refrain from:

- Using the services of Stylite for the distribution, access, or granting of accessibility of prohibited content of any sort, particularly anything of a pornographic nature, that glorifies violence, or otherwise conflicts with the principles of individual freedom or human rights, as well as the distribution, access or granting of access to propaganda and symbols of illegal parties or their front organisations.
- To attempt to provide access, for own use or for third parties, to pornographic materials which pertain to the sexual abuse of children (pedophilia), bestiality, or similar topics.
- Stylite is released from any liability in connection with the topics above.

(2) The contracting parties agree to inform each other immediately in the event that third parties or public authorities present evidence or lodge claims indicating that the customer is or may be in violation of legal or civil regulations mentioned in the section "Compliance with Legal Requirements, Rights of Third Parties" and/or of the rights of a third party.

(3) The customer will support Stylite in a legal defence to the best of its abilities. If the claim for infringements of rights lodged against Stylite is based on the premise that data, designs, programs or other information made available by the customer infringe on the intellectual or market rights and/or other commercial or non-commercial rights of third parties, Stylite can require the Contractor to reimburse any compensation for damages and/or reasonable legal representation. Should Stylite have to provide advance payments in the scope of a reasonable legal defence, the customer is required to reimburse these at the first request, independent of other possible existing claims for reimbursement.

(4) The customer is obliged to pay any damages occurring to Stylite as a result of violating any of the conditions of use in this contract.

(5) If the customer violates any of the conditions here within, Stylite is permitted to block the access to the services, until the customer has proven the legitimacy of his activities.

## 8. Prices and conditions of payment

(1) The prices and conditions of payment comply with the current price lists and specifications of services.

(2) Invoices are immediately due without deduction. Stylite is entitled to charge the customer interest in respect of late payment at a rate of 5

percentage points above the base rate.

## 9. Duration of contract, notice of cancellation

(1) The duration of contract complies with the current price lists and specifications of services.

(2) The period of the contract begins with the operational availability of the EGroupware database and transferring the relevant access codes to the customer.

(3) Either party may terminate the contract of a recurring obligation on notice with immediate effect if there is good cause for doing so. There is good cause particularly because of breach of duty according to this contract. The right to claim damages is not precluded by the termination.

## 10. Limitation of liability

(1) Stylite is liable, independent of the cause, only as described in this contract, as follows.

(2) Indemnity for damages to the Contractor due to losses or due to the inability to carry out responsibilities in contractual negotiation is excluded. Stylite cannot be held responsible for lost revenues, missed savings, damages through the claims of third parties, an other direct or resulting damages. Further, Stylite assumes no responsibility for information entered in or accessible through its system, nor does Stylite accept any responsibility for the accuracy, completeness, or currency, neither for their legality or any liability vis à vis third parties.

(3) Claims by the Contractor for damages due to delay or inaccessibility of the services of the Provider are limited to the amount of that part of the services which cannot be used as intended by this contract, due to the aforementioned inaccessibility or delay.

(4) The limits of liability mentioned above do not apply to damages resulting from deliberate intent or gross negligence, nor to absence of promised functionality. They also do not apply for damages resulting from the careless breach of critical contractual obligations.

## 11. Right of revocation

(1) The statutory right of revocation within two weeks after Stylite's confirmation of order without giving reasons is granted. The right of revocation expires if the customer starts to use the services.

(2) The revocation must be declared to Stylite in textual form within two weeks. Punctual dispatch suffices to comply with the time limit.

## 12. Severability and final clauses

(1) Should one clause or section of this contract be or become illegal, invalid, or not be enforceable due to legal constraints, the applicability and validity of the remaining clauses or sections will not be affected. In such a situation, the invalid section or clause is to be replaced by a section or clause which reflects the commercial intent of the original clause, in order to retain the original spirit or intent of this contract as closely as possible.

(2) This contract is subject to German law. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

(3) It is agreed that the court of jurisdiction is the county or state court of Kaiserslautern, Germany.

Stylite GmbH, valid from 12.10.2009

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