TERMS AND CONDITIONS

Revision: 1.0 (2008-08-21)

The following terms apply to the Slik SVN repository hosting service. They define the legal relationship between Slik Developer Tools BV ("Slik") and the user of the service ("Customer").

1. ICT~Office General Terms and Conditions Information Technology
   a. The "ICT~Office General Terms and Conditions Information Technology" apply to all agreements issued by Slik. These terms are considered to be an integral part of this agreement.

2. Billing and duration of agreement
   a. The contract term of the Slik SVN hosting agreement is 12 months.
   b. Payment is due within 14 days after the invoice date.
   c. Slik will send invoices by E-mail to Customer's registered E-mail address.
   d. Customer will truthfully inform Slik of Customer's billing details and will promptly inform Slik of any changes in E-mail address or billing details.
   e. Customer may downgrade a plan at the end of the contract term, or upgrade a plan at any time.
   f. Agreements are renewed at the end of the contract term, unless Customer notifies Slik at least one month before the end of the contract term.

3. Communication
   a. Slik will use Customer's registered E-mail address as the primary method of communication.
   b. Slik may send periodic mailings to Customer's registered E-mail address.
   c. Slik will not share Customer's data, including E-mail addresses, with other organizations without prior permission.

4. Repositories and user accounts
   a. All repository user account details and contents are confidential.
   b. Repository user account passwords may not be shared between multiple persons.
   c. One repository user account may be used to access the repository from multiple locations, as long as there are no concurrent accesses by the repository user account.
   d. Customer may not distribute repository user account passwords publicly. If repository contents are to be made public, this must be done by enabling the "anonymous access" option on the repository.
   e. Customer is responsible for protecting the confidentiality of user account details. Upon becoming aware of a security breach or loss of repository user account details, Customer must notify Slik immediately.
   f. Slik will make changes to user accounts – such as reissuing of passwords or disabling accounts – only upon Customer's request. Slik may require that Customer reasonably identifies himself in order to authenticate any requested changes and protect the repository from unauthorized access.
   g. Slik will retain and keep available any repository contents unless deletion is requested by Customer.

5. Use of Service
    a. Customer must use the repository in a way that does not conflict with Dutch and local laws, and does not infringe on rights of third parties.
    b. Customer will not cause Slik any claims in relation to uploaded content or other activities, and will indemnify and hold Slik harmless from any cost, liability and expense arising from such claims.
    c. Customer will not upload any material to the repository which is offensive, libelous, slanderous, pornographic or discriminating in nature.
    d. Slik may retain a log file of all repository accesses in order to fulfill its obligations under the EU Directive 2006/24/EC on "the retention of data generated or processed in connection with the provision of publicly available electronic communications services or of public communications networks".
    e. Customer will not attempt (or cause others to attempt) to circumvent security measures or exploit security vulnerabilities in the systems or services of Slik without prior written consent from Slik.
    f. Customer will not use any of Slik's services or servers as a target for or in connection to spam, Denial of Service or hacking attacks.
    g. Customer may only request one "SVN Free" account per organisation or natural person.
    h. Slik may deactivate "SVN Free" repositories after a 90 day period of non-use.

6. Service Level
    a. Any event to the servers or services of Slik which causes the repository to be inaccessible or unusable to persons using the proper repository user account details, is considered an "incident".
    b. The following will not be considered incidents:
        i. loss of Internet connectivity on a network path between Slik and Customer's equipment which is beyond Slik's reasonable control;
        ii. unavailability of Slik's network or services during scheduled and properly announced maintenance windows;
        iii. any other events which are beyond Slik's reasonable control, including, but not limited to, natural emergencies, acts of war or civil unrest, strikes, work stoppages and embargo.
    c. Slik will notify affected Customers by E-mail of any pending maintenance windows and incidents as soon as possible.
    d. The plans "SVN Free", "SVN Piano" and "SVN Mezzo" have a service level of "best effort". The plan "SVN Forte" has a guaranteed service level of 99,9% on monthly basis.
    e. "Guaranteed service level" plans guarantee a response time to an incident of one hour. Upon being notified by Customer via Slik's emergency phone number, Slik must provide Customer with a reason for outage and a proposed timeframe for relief within the one hour period.
    f. Customers using "Guaranteed service level" plans, who have suffered incidents which caused the repository to be inaccessible in excess of the guaranteed service level percentage per month, can on request either:
        i. receive a service credit for the affected repository for one month; or
        ii. cancel the affected plan with a refund for the remaining contract term.
    g. Credit or cancellation requests as specified above must be sent to Slik by E-mail or post within seven days of the incident.

7. Change Requests
    a. Any requests by Customer to modify accounts or service details are considered a "change request".
    b. Change requests must be sent to Slik by E-mail or post.
    c. "Guaranteed service level" plans guarantee a response time to a change request of one business day. Upon receiving a change request by Customer, Slik must provide Customer with a proper response within one business day.

8. Changes to Terms and Conditions
    a. Slik reserves the right to make reasonable changes to the Terms and Conditions.
    b. Changes in Terms and Conditions will take effect at the first renewal of the agreement.