

In this document, definitions, words or phrases will have the same meaning as in the Cloud Partner Agreement respectively the Cloud End User Agreement, unless and to the extent the context requires otherwise.

User Guidelines to the Control Panel

Service Provider provides Cloud Services. By using the Cloud Services, Licensee (hereafter defined as Partner or Customer) agrees to comply with the User Guidelines to the Control Panel, outlined in these guidelines and also to indemnify Service Provider against any claims by third parties arising from violation of these guidelines.

Service Provider reserves the right to make changes to these User Guidelines at any time, and any changes will be effective immediately upon posting to the Control Panel. Licensees are responsible for regularly reviewing the Policy. Continued use of the Cloud Services following any changes shall constitute acceptance of the changes.

Definition of the Control Panel

The part of the Platform, made available by Service Provider to the Partner and the Customer through which (i) the Cloud Services can be ordered, managed and cancelled subject to the user's login name and password being entered, (ii) the Partner and the Customer can view the status of orders, (iii) the most recent version of essential information, including, but not limited to the Service Level Agreement and the Cloud Services Related Documents can be consulted, and (iv) all invoicing of fee's for the Platform and for the Cloud Services will be provided.

Use of the Control Panel

1. The Licensee is granted a non-transferable and non-exclusive license for use of the Control Panel.
2. The Licensee gets access to the Control Panel after receiving unique identification codes, login's and passwords from Service Provider. These unique details are saved in an encrypted database.
3. The Licensee must prevent the use of the Control Panel by others than Licensee and/or its employees.
4. To control access-rights, Licensee will install one administrator. Service Provider will grant administrator the rights to activate other users, to grant them users rights or take them away, such as amongst others the access to the information on the Control Panel or the availability to close agreements.
5. The Licensee undertakes to respect any license conditions and all terms and conditions for use attached to the Control Panel and is committed to ensuring that its Users will do the same.
6. The Licensee is responsible for the non-disclosure of ID-codes, logins and passwords. Service Provider cannot be responsible or held liable for the misuse of usernames and passwords. Service Provider may assume that anybody who gets access through the Control Panel, has been granted access to the Control Panel by the Licensee. When a suspicion arises that usernames and passwords have come under control of unauthorised, Licensee must inform Service Provider. Service Provider has in such an occasion the right to act accordingly.
7. If Service Provider discovers that one or more Users are endangering the operational availability of the Control Panel, access by the Licensee can be temporarily or permanently blocked, without this giving rise to any right to compensation.
8. The costs Licensee must make to realise and maintain connection and access to the Control Panel, including telecommunication costs, are the responsibility of Licensee.
9. It's the obligation of Licensee to always register correctly all relevant data, such as mail addresses, addresses, names and its changes in the Control Panel.