



frePPLe Cloud Edition

TERMS OF SERVICE v4

frePPLe bv
Woluwestraat 17
1930 Zaventem
<http://frepple.com>

Welcome to frePPLe!

Thanks for using our products and services (“Services”). The Services are provided by frePPLe bv (“frePPLe”), located at Woluwestraat 17, B-1930 Zaventem, Belgium.

Under the terms of this Agreement, users subscribing to the paying version of the services (“Subscribers”) may access and use the Services pursuant to the policies described in this document.

Data security and privacy

Security is important in today’s connected world. We work hard to protect Subscribers and frePPLe from unauthorized access to or unauthorized alteration, disclosure, or destruction of information we hold.

All business data submitted to, used by or generated by the Services for Subscribers will be treated as confidential. FrePPLe will protect this confidentiality with the security policies described in the next section.

The business data and contact information will not be distributed to any third party.

In connection with your use of the Services, frePPLe may send you service announcements, administrative messages, and other information. You may opt out of some of those communications.

Security policies

In particular we implement the following policies. The list is frequently being updated and revised to follow industry standards and best practices.

- **Data isolation**
User data is stored in a dedicated database – no data is shared between different customers. The server configuration and the application guarantee no access is possible from one database to another.
- **Password security**
User passwords are stored encrypted using the PBKDF algorithm with a SHA256

hash, a password stretching mechanism recommended by [NIST](#). Nobody can access your password or can retrieve it for you. The only option if a password is lost is to reset it.

- **System Security**

All cloud servers are running hardened Linux distributions with up-to-date security patches and a minimal set of services.

Only FrePPLe support staff has clearance to remotely manage the servers - and access is only possible using 2048-bit SSH key pairs.

All external network connections to the cloud servers are protected by state-of-the-art 256-bit SSL encryption.

- **Employee access**

FrePPLe support staff may sign into your account to access settings related to a support issue (using special staff authorization, not with your password) or collect usage statistics.

We do our best to respect your privacy as much as possible, we only access files and settings needed to diagnose and resolve your issue.

- **Responsible disclosure**

Any vulnerability or other security related issue should be reported to security@frepple.com well before making any public description of it. This allows frePPLe to protect other Subscribers at the fullest. Security issues will be treated with high priority.

Acceptable use policy

Subscribers agree not to abuse the Services in any of the following ways, or encourage, promote, facilitate, or instruct others to do so:

- Access the Services using any method other than the interfaces and the instructions that we provide.
- You may only use the Services to store, retrieve, query, serve, and execute Your Content that is owned, licensed, or lawfully obtained by you.
- Commit or encourage fraudulent or other illegal activities in violation of any applicable law, regulation, legal agreement.
- Attack, abuse, interfere with, surreptitiously intercept, or disrupt other Subscribers of the Service, including but not limited to Denial of Service (DoS), unauthorized monitoring or crawling, distribution of malware.

Violations of this Policy may result in frePPLe taking actions in its sole discretion, including with immediate effect: warning messages, suspension, or termination of this

Agreement, removing or prohibiting access to content that violates this policy, legal proceedings against Subscribers for reimbursement of all costs on an indemnity basis, and disclosure of violating information to law enforcement authorities.

Copyright and Intellectual Property Rights

FrePPLe retains all right, title, and interest in and to the Service, including without limitation all software used to provide the Service and all logos and trademarks reproduced through the Service. This Agreement does not grant Subscribers any intellectual property rights in the Service or any of its components.

You may not resell or sublicense the Services to any third party, except when a separate agreement with frePPLe specifically allows you to do so.

Applicable Law and Legal Venue

The Services are governed by and construed in accordance with the laws of Belgium.

For any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, the Subscriber and frePPLe shall seek to solve amicably and in good faith through negotiations.

If the Parties do not reach an amicable solution within two weeks, any dispute, controversy, or claim shall be finally settled by the competent courts of Brussels, Belgium, that shall have exclusive jurisdiction over all disputes arising out of or in connection with this Agreement.

Service level

The Services are hosted in the Amazon data centers in Ireland or in the United States of America. FrePPLe can at its discretion choose to use other Amazon data centers.

FrePPLe will use commercially reasonable efforts to make the Service available with a Monthly Uptime Percentage of at least 99.9%.

The Monthly Uptime Percentage is calculated by subtracting from 100% the time during the month which access to the Services is completely unavailable. Unavailability caused by any of the following reasons is excluded: (i) suspension of the Services due to violations of the Fair Usage Policy, (ii) any factors outside of frePPLe's reasonable control, including any force majeure event or Internet access or related problems, (iii) scheduled maintenance.

In the event frePPLe does not meet the above Subscribers will be eligible to receive a Service Credit against future service fees. When the Monthly Uptime Percentage was between 99.9% and 99.0% Subscribers are eligible to a Service Credit of 10% of the fees for that month. When the Monthly Uptime Percentage was below 99.0% Subscribers are eligible to a Service Credit of 20% of the fees for that month.

Support

Subscribers have full access to frePPLe's online support services. Support is limited to e-mail, service desk software, online chat and telephone support from frePPLe's offices during normal business hours, following the Central European time zone.

FrePPLe will make reasonable effort to investigate erroneous behavior and interruptions of the Services. FrePPLe shall respond to the problem reports and start working without undue delay after having been notified of the errors by the Licensee.

If an error is considered "**Fatal**" i.e. an error that is halting the business of the Licensee (e.g. unavailability of the Service outage, malfunction to critical functionalities) the target response time is 1 business hours.

For "**Critical**" issue i.e. a significant impact on business or business severely restricted (e.g. malfunction of important functionalities), the target response time is 8 business hours.

For **other** errors, frePPLe will provide a best effort resolution.

Business hours in the above are defined as to 9am – 5pm Central European Time.

Data backups

A full backup of all Subscriber data is created daily between 1AM UTC and 2AM UTC. The backups are kept for 7 days, and we also keep Monday's backup for 35 days.

FrePPLe's disaster recovery plan guarantees:

- A Recovery Point Objective (RPO) of 24 hours, i.e. you can lose maximum 24 hours of work when we need to restore the last daily backup
- A Recovery Time Objective (RTO) of 1 hour, i.e. the service will be restored from the backup within 1 hour.

Fees

Subscribers shall pay a periodic fee for the Services - monthly or yearly depending on the Subscribers choice. The subscription fee will be invoiced at the start of the subscription period. At each anniversary date, the subscription fee will be charged in full for a renewal period. In case this Agreement is terminated during the then-current

term, there will not be any pro rata reduction of the subscription fee which remains due in full.

FrePPLe shall invoice Subscribers for all payments due and Subscribers shall pay all invoices by the agreed payment method within 30 days of the invoice date. All payments must be made in Euro.

If Subscriber fails to pay any amount due to frePPLe by its due date, frePPLe shall consider the Agreement terminated and halt the access to the Service and the support.

Termination

Upon termination all business data of the Subscriber will be deleted, and frePPLe shall not store or use it in any form.

Escrow guarantee

In the event frePPLe ceases to be able to provide the service the full source code of the application will be open sourced under MIT license in the github repository <https://github.com/frePPLe/frepple>.

Amendments to the terms of service

FrePPLe may modify these terms or any additional terms that apply to the Services to, for example, reflect changes to the law or changes to our Services. In such cases, Subscribers will be given reasonable advance notice.

Where an amendment to the terms of service impacts the functional, technical, support or service level of the Service, Subscribers can choose to opt to be bound by the original Agreement or follow the updated Agreement. The option to continue on the previous Agreement must be communicated to frePPLe within 14 days after the notification of the change. Without a timely communication we assume Subscribers accept the new terms.