

Evaluation of the Public Consultation of the General Terms and Conditions of PRISMA Platform to entry in force as of 01 March 2019

Results and evaluation of the Public Consultation:

To improve structure, ease readability, ensure consistency and introduce specific regulations for UK Network and Storage Users, PRISMA intends to amend its General Terms and Conditions (GTCs) including Glossary.

Therefore, a public consultation on the amendments of the GTCs was conducted from 14 December 2018 to 18 January 2019.

PRISMA received only two requests regarding the consulted version of the GTCs:

- 1) Clarification about the specific changes that would allow British Network and Storage Users to continue using the PRISMA Platform after Brexit.

Question:

“Please could you kindly provide a mark-up or a summary of the areas of Chapter 3 – Allocation Mechanisms for the UK in comparison to Chapter 2, to highlight the specific changes that allow British companies to continue using PRISMA. As the mark up currently stands it’s very difficult to see what is distinguish how this differs to the general allocation provisions”.

The question was answered in the following way:

“Chapter 3, regarding Special Allocations Rules for the United Kingdom of Great Britain and Northern Ireland, mostly follows the wording of Chapter 2. We decided to make a separate chapter in order to differentiate the rules that generally apply to countries in the EU from the rules that apply to the UK. This is important because in the future we will have to harmonize our GTCs with the new regulations at the UK’s national level.

The following are other changes introduced because of Brexit:

1. Article 1: Definitions: We included the possibility that some definitions are also included in the regulations at the national law of the UK that will implement European regulations and directives.

2. Article 20: Force majeure (2): We clarified that ‘the exit of the United Kingdom (or another European Union Member Country) from the European Union shall not be considered force majeure’.

- 2) Clarification regarding whether the hardware token must be returned by the User(s) upon deactivation of the User account.

Question:

“unter Referenz 15 Artikel 11.4 bzw. Referenz 21 Artikel 16.9 geht es um die Rückgabe des Hardware Tokens. Es wurde mir vor einiger Zeit mitgeteilt, dass die Token nicht mehr zurückgegeben werden müssen und dieses in den GTCs falsch steht. Da dieser Passus auch weiterhin in den neuen GTCs stehen soll, meine Frage, ob die Token jetzt doch wieder zurückgegeben werden müssen”.

This question prompted us to reevaluate the practicability of the prescriptions of Articles: 11.4, 16.8 and 16.9. After an internal assessment, PRISMA decided to modify Articles 11.4, 16.8 and 16.9 and adapt them to the current practice.

These changes are marked in **green** in the following table and in the updated synopsis.

Articles 11.4, 16.8 and 16.9 of GTCs before public consultation	Articles 11.4, 16.8 and 16.9 of GTCs after public consultation
<p>Article 11: Access Key</p> <p>4. The hardware token will be sent by registered letter and remains the property of PRISMA. It must be returned by the User(s) upon deactivation of the User account. The hardware token will be replaced by PRISMA within 7 years of delivery to the Network User to avoid token malfunction. In case of malfunctioning of the hardware token before such replacement by PRISMA, the User Administrator may request its replacement to PRISMA who will provide a replacement to the Network/Storage User without undue delay.</p>	<p>Article 11: Access Key</p> <p>4.The hardware token will be sent by registered letter and remains the property of PRISMA. PRISMA reserves the right to request the return of the hardware token upon deactivation of the User account. In case of malfunctioning of the hardware token, the User Administrator may request its replacement to PRISMA who will provide a replacement to the Network/Storage User without undue delay.</p>
<p>Article 16: Contract termination and deactivation of the Network or Storage User</p> <p>8. Upon termination of the PUC, all hardware tokens must be returned to PRISMA and the software tokens must be deactivated without undue delay, but in any case, no later than fourteen (14) calendar days after termination.</p> <p>9. If a hardware token is not returned within this period, PRISMA is entitled to bill the Network User or the Storage User for the costs of the hardware token. In that case, the Network User or the Storage User is obliged to pay the costs of the hardware token.</p>	<p>Article 16: Contract termination and deactivation of the Network or Storage User</p> <p>8. Upon termination of the PUC, PRISMA reserves the right to request the return of all hardware tokens and the software tokens must be deactivated without undue delay, but in any case, no later than fourteen (14) calendar days after termination.</p> <p>9. If a hardware token is not returned after PRISMA's request, PRISMA is entitled to bill the Network User or the Storage User for the costs of the hardware token. In that case, the Network User or the Storage User is obliged to pay the costs of the hardware token.</p>