

SharePoint Hosting

# AGREEMENT on SharePoint Hosting use

## **Subject and Definitions**

The Subject of this Agreement is hosting of SharePoint hosting system (hereinafter: the "Agreement") which allows the use of SharePoint hosting package, with certain service fee and in accordance with the terms and conditions set forth by this Agreement.

SharePoint system means professional solution for collaboration and document management, developed by Microsoft, which connects people. This system allows you to file and share documents with others in your company or team, to participate in discussions and surveys, create intranet web sites, and all information can be accessed through web browser or desktop applications such as Microsoft Office.

Hosting SharePoint system means program set-up and its maintenance on the server which is constantly connected to Internet via TCP/IP network, i.e. Provider's hub.

Server computer means computer with built-in network access and installed software.

Internet means global computer network.

TCP/IP network of the Provider means part of the Internet that is controlled and maintained by the Provider.

Business day means Provider's office hours from Monday to Friday, from 09 – 17 o'clock.

## **Terms and Conditions specific to SharePoint service**

The following is required in order to access and use SharePoint platform:

- Internet Explorer (32bit) 7, 8, 9
- Microsoft Office 2010 (32bit)

Customers who do not use recommended software may not be able to utilize SharePoint software to its full potential.

Maximum (default) file size for upload to SharePoint is 50MB at any time and for unlimited number of times up to the maximum size of the SharePoint package purchased.

## **Basic obligations of the Provider**

Provider is hereby obliged to:

- provide permanent (24 h) direct connection of the server with the Internet to Provider's hubs - via TCP/IP protocol, within agreed limits, capacities and technical capabilities.
- ensure daily creation of data back-up copies (system files and user data in the database) and keeping them for last 5 days.
- provide regular administration of the system and applications in the SharePoint system.
- provide 24/7 basic level of technical support to the Customers by phone and e-mail for uninterrupted operation of hardware and internet infrastructure of the Provider.
- provide technical and application support to the Customers on business days except Saturday from 09 to 17.
- enable the Customer to access and use SharePoint hosting package purchased.

Provider shall start fulfilling his obligations only after the Customer has paid the fee for initial start-up and fee for monthly/yearly service use which is the subject of this Agreement in accordance with the Price list.

### **Other obligations of the Provider**

- Provider shall define parameters for accessing the application within the purchased package once he creates SharePoint hosting package for the Customer.
- Provider will immediately notify the Customer about any potential problems in the operations of the server or the hubs – network of the Provider, if he notices that it has disabled or substantially harmed the realization of the Provider's obligations set forth by this Agreement.
- Provider will notify the Customer about the conventions and recommendations in the area of telecommunication law, as well as the Internet Code of Conduct, and they shall also be available at the following internet addresses: <http://www.ripe.net> and <http://www.internic.net>, etc.
- Provider will not violate the rights to confidentiality of the Customer's information and that hosted on his SharePoint application, which are known to the Provider, except in situations expressly set forth by the Law or this Agreement.
- For each server custom configuration, the Provider shall calculate the installation time and deadlines for completing those configurations, unless SharePoint package requires hardware support which is not included in the standard offer and which Provider authorizes.

### **Provider's responsibility (SLA)**

Standard declaration (hereinafter: „Declaration“) on services and norms includes the following:

- guaranteed availability of the Network constantly for 24 hours a day, 7 days a week;
- taking action within 4 hours from the moment of hardware failure;
- reduction of fee in cases of hardware defect or network error included in this Declaration;
- automatic monitoring and signaling the changes of the crucial service parameters included in this Declaration, 24 hours a day, 7 day a week.

### **Technical and Application Support**

Provider doesn't guarantee that the server software Microsoft SharePoint is error-free, nor can he rectify all issues which the Customer may experience when using the abovementioned software. Provider is hereby obliged to use reasonable efforts and resources in order to provide the Customer with support and ensure normal Hosting use by the Customer.

Support request means any contact between Provider and the Customer in time defined by the Basic obligations of the Provider (Line 5), initiated by the person authorized by the Customer, in order to resolve an issue or problem of the User in relation to use of the Hosting service.

Support request can be initiated by phone, Internet form or e-mail, all listed on the Internet web site <http://www.eunethosting.com/>

Support requests initiated by the Customer shall be grouped in the following manner:

1. Level 1 request: these requests include any Customer questions about standard SharePoint functionality – application support, training and assistance, where the Customer didn't experience any errors or the error comes from a different software, and not the SharePoint system;
2. Level 2 request: these requests include any Customer questions where SharePoint system shows an error with the following text "...please contact your administrator" or any questions that do not contain the familiar functionality provided by the SharePoint system;
3. Level 3 request: if the Customer reports a problem which, as Provider determines, exists in the core of SharePoint system or the Customer experiences a new problem whose solution is unknown, Provider shall act upon his own SLA with the manufacturer of the SharePoint system (Microsoft) and let them resolve the problem.

The support service fee is determined by the official Price list. Provider shall not require the service fee for resolving the problems experienced by all Hosting service users.

### **Network guarantee**

We guarantee that the network infrastructure in Data Center, where SharePoint hosting server is hosted, as well as the connection to the Internet shall be functional 99,8% of time during one month, not including the scheduled and planned works. If, except in cases of planned (and scheduled) period for system maintenance or repair, any of the SharePoint packages located on the server are unavailable over Internet (situation when server cannot take requests over Internet and sends data to Internet) for longer than 43 minutes in total during one month, we will approve the appropriate reduction of the service fee. The network shall be considered to be functional even when one or more network services or software are not operating on the Customer's server, or even when the quality of the service is degraded due to large-scale loss of the packages or similar reasons caused by the current condition of the Internet in general.

### **Limited Liability of the Manufacturer**

While providing SharePoint hosting services, we shall not be responsible for any blockages, delays or errors in operations of the parts of the Internet we cannot reasonably control, and errors caused by the Force Majeure.

### **Liability for the system crash and disconnection**

While providing SharePoint hosting services, Provider shall not be responsible for our disconnection with the Internet, if this occurs as a result of Provider's work on the infrastructure of his networks or hubs, provided that the Provider has notified the Customer 7 days in advance and that the disconnection does not last longer than 24 hours continuously. When possible, all planned works shall be performed in time of lowest traffic.

### **Hardware Warranty**

If there are problems with hardware on purchased server (e.g. hard disc failure, memory failure, processor failure, power supply failure, etc.) back up servers and components are available. This is why we are able to easily replace defected component or the entire server within 4 hours. If, however, the hardware error is detected and not rectified within 4 hours, Provider shall allow the

reduction of the service fee granted on behalf of damage, of 3% for each following hour, up to the full amount of monthly service fee.

### **Fee reduction**

Any reduction of the service fee shall be clearly stated on the invoice sent to the Customer via direct mail. Reductions are approved for the duration of service interruption, from the moment when the Customer's or Provider's monitoring and error detection system reported the service error until the moment of rectification of such error and establishment of normal operations. Situations when the service quality was degraded due to great-scale loss of IP packages or similar reasons caused by the current condition of the Internet in general shall be exempt from the service fee reductions. Reductions of the fee shall not be applied to full or partial interruptions in service caused by the planned system maintenance.

### **Monitoring**

Our network is under constant monitoring. Our technical support is automatically informed about each and every potential problem and takes actions and in normal circumstances resolves all technical problems.

### **Limited Liability of the Provider**

Provider shall not bear responsibility for validity and execution of the agreements which the Customer possibly concludes with the third parties, through the SharePoint package.

Provider shall not be responsible for the manner of use of SHAREPOINT package by the Customer in any way, especially for the business results and consequences from using this service, as well as any accuracy, timeliness and completeness of the information and other materials which the Customer receives or sends to the third parties by using the above mentioned service.

Provider shall not be responsible for security of the SharePoint package purchase, in terms of integrity of the third parties on the Internet and their access rights, as well as any potential damages to SharePoint application or the Customer made by the third parties on the Internet, as well as any potential data loss, if these actions were caused by the Customer's negligence, or assignment of the SharePoint package access parameters to the third party.

Provider shall not be responsible if the Customer uses the information or any other material or data obtained through the use of service in a manner contrary to the applicable national law and international conventions or to cause harm to the third parties.

### **Basic obligations of the Customer**

The Customer is hereby obliged to pay service fee to the Provider.

The service fee includes one-time payment for initial start-up, determined monthly, or yearly service fees, as well as fee for any additional services provided for the leased SharePoint package.

The fee amount is set by the Provider's Price list which represents the integral part of this Agreement.

### **Fee payment schedule**

The Customer is obliged to pay the initial start-up fee, as well as the first month's service fee, or yearly service fee within 7 days as of the Effective Date of this Agreement.

The Customer is obliged to pay the fee (monthly or yearly) for services which are the subject of this Agreement, for each following invoicing period before the last day of the current invoicing period.

In order to fulfill obligations from Paragraph 2 of this Article, Provider shall send the invoice to the Customer in timely manner, 15 days before the maturity date.

If the Customer doesn't meet the deadline from Paragraph 3 of this Article, Provider has the right to, after he has given the Customer a written warning, suspend the services to the Customer until he makes the payment or terminate the Contract and stop providing services, which are the subject of this Agreement, after the last date of the paid invoicing period.

In case of termination from the Paragraph 4 of this Article, subsequent Agreement renewal represents the obligation of the Customer to pay again the fee for initial start-up.

### **Price list changes**

Provider reserves the right to change the Price list which determines the fee amounts which the Customer is obliged to pay in terms of this Agreement. The change of the Price list shall be mandatory and apply to the Customer only if the Provider notifies the Customer about it via letter/e-mail/notification on the Provider's web presentation until the maturity date for the following invoicing period and only if the Customer agrees with the changes of the Price list.

### **Customer's disapproval of the Price list changes**

If the Customer, whom the Provider has notified about the Price list changes in timely manner, doesn't agree with such changes, he is obliged to notify the Provider about it within 3 days and therefore this Agreement shall be deemed terminated and shall no longer be applicable after the expiration of the last paid invoicing period. If the Customer, however, doesn't notify the Provider about not accepting the Price list changes within defined period, it shall be considered that he has accepted the changes.

### **Other obligations of the Customer**

The Customer can update SharePoint Hosted package only over Internet.

The Customer is obliged to ensure that the daily information flow between him and the Provider doesn't imperil operations of the Provider's network and operations of the other users.

The Customer is hereby obliged to deliver to the Provider in writing as soon as possible, and no later than 3 days, any change in the address, phone number, e-mail address, authorized persons and other information which is of significant value for successful communication between the Provider and the Customer. Otherwise, the Provider cannot be considered liable for any damage which may result from this.

The Customer can send written request to the Provider for assistance with specific options on SharePoint software. The request must contain in detail the Customer's need for certain software solution and the Provider shall answer this request in writing within 15 days since its receipt.

The Customer can send written request to the Provider for rectifying a defect, which the Customer has caused himself, when the new installation shall be appropriately charged up to the full price of set-up.

### **Prohibited service use**

The Customer cannot use SharePoint Hosted package contrary to the imperative legal regulations of the Republic of Serbia and international law, or agreements, conventions and codes adopted by the Provider and which the Customer has been notified about prior to the conclusion of or during this Agreement.

Prohibited conduct of the Customer shall be considered any conduct that:

1. is a criminal or civil offense;
2. violates any copyrights or industrial property rights;
3. is an act of unfair competition;
4. threatens or harms any personal rights;
5. infringes good business practices and rules on protection of consumer rights;
6. breaches the agreement, convention and recommendations in the field of telecommunications law, as well as the Internet Code of Conduct adopted by the Provider and which the Customer has been notified about prior to the conclusion of or during this Agreement.

SharePoint is an application for document management and shall not in any manner whatsoever be used as a file server and/or be deemed to be a file server.

### **Provider's rights in case of Customer's prohibited conduct**

If the Provider, at his sole discretion, determines that the Customer uses the service in a manner which is, in terms of this Agreement, prohibited, Provider shall warn the Customer about it in writing and provide him with the written guidelines about the further proceedings, along with the suspension of this Agreement. If the Customer doesn't accept provided guidelines, Provider is entitled to terminate the Agreement without the notice period and is also entitled to compensation for any damages caused by the Customer.

### **Communication between the Provider and the Customer**

Any communication or notification between Parties regarding any issues significant to execution of this Agreement shall be solely in writing, which includes e-mail notifications and postings on web presentation of the Provider <http://www.eunethosting.com>.

### **Change of the Terms and Conditions of the Agreement and/or General Terms and Conditions**

Provider reserves the right to change certain or all provisions of this Agreement and/or General Terms and Conditions without prior notice and is obliged to notify the Customer promptly.

Change of the Terms and Conditions of this Agreement and/or General Terms and Conditions shall apply to the User after the expiration of period the Customer already paid the services for.

If the Customer notifies the Provider about not accepting the change of Terms and Conditions of this Agreement and/or General Terms and Conditions within 3 days, the Agreement shall be deemed terminated.

If, however, the Customer doesn't do so, it shall be considered that the User agrees with this change.

### **No Assignments and No Third Party Beneficiaries**

Both Provider and the Customer cannot assign their rights and obligations in terms of this Agreement to any third parties, nor may third parties adjoin this Agreement, without the written consent from the other Party.

### **Jurisdiction, Governing law and Language**

Parties shall resolve peacefully any disputes arising from this Agreement, and if that is not possible all disputes shall be resolved by the competent Court in Belgrade. If the Agreement was concluded with foreign party and the Agreement was translated from Serbian language to another language, the Serbian text of the Agreement shall govern.

### **Agreement Termination**

Each Party has the right to terminate the Agreement if the other Party fails to fulfill its obligations with 30 day written notice sent to the other Party.

Except in case listed in Paragraph 1 of this Article, the Customer cannot terminate the Agreement before the expiration of the first Agreement period, with 60 day written notice sent to the Provider.

Provider reserves the right to terminate the Agreement, with 30 day written notice sent to the Customer.

If the daily information flow between the Customer and the Provider becomes such that it imperils the Provider's network operations and operations of the other users, Provider has the right to suspend execution of its obligations in terms of this Agreement, without prior notice sent to the User, and then to terminate the Agreement without the prior notice.

In all cases of termination of this Agreement, regardless of the reason, the Customer is obliged to settle all outstanding obligations towards the Provider in accordance with the provisions of this Agreement.

### **Effectiveness of the Agreement and General Terms and Conditions**

Agreement becomes effective when signed by both Parties.

The Agreement is concluded for one year as of the date of service activation. After the first Agreement period expires, the Agreement is automatically renewed for the next unlimited period.

This Agreement is made in 4 identical counterparts and each Party shall keep two.