

## USE OF SERVICES IN CONNECTION WITH USE OF SOFTWARE

### Books and Standard ERP software

#### Special conditions of hosting services

valid since 1 April 2016

- 1) The Hosting Service is a paid Service that defines the technical environment (hereinafter – the Environment), where the Software used by the Customer and the databases of such Software are located and where the Software access is ensured. The Hosting Service is not connected with use of the Software and/or its functions or with solving potential problems with regard to data processing.
- 2) Where Excellent and the Customer do not agree differently, use of the Software presupposes use of the Hosting Service.
- 3) The fee paid for use of the Hosting Service depends on the size of the Customer's database, the number of people with the right of use of the database and the time when the Hosting Service is available to the Customer. The price of the Hosting Service does not depend on whether the Customer actually uses the Environment or the Software located in it. The price of Hosting Service is written in quotation. VAT is added to the price.
- 4) Before commencing use of the Hosting Service, the customer has the right to turn to Excellent for additional information about its features and necessity.
- 5) Where the Parties do not agree differently, the Hosting Service is provided in one (1) month periods.
- 6) The Environment is a virtual account protected by passwords designed to use solely by the Hosting Service administrator of Excellent. The Customer accesses the Software located in the Environment via the special user interface or a web browser. The Customer shall only use the Software for personal purposes. The Customer is aware that only the Customer has access to the Software and thus the Customer shall be responsible for any consequences of disclosure of passwords etc. to third parties. Excellent does not monitor use of the Software by the Customer.
- 7) With regard to provision of the Hosting Service Excellent:
  - creates the Environment of the configuration suitable for the Customer, i.e. creates a virtual account and ensures access rights to the Software (does not include actions in connection with communication);

- installs in the Environment the Software necessary for provision of the Services and other software solutions to ensure functionality of the Software;
  - as necessary maintains and manages the Software in the Environment in order to ensure its functionality (including updating the Software via a special automatic updater, updates and maintains any software necessary for functioning of the operating system and other Software, controls functioning of the Software in the Environment, etc.). In case of use of HAL-software in order to update the Software it may be necessary for Excellent to provide paid Support Services;
  - periodically makes automatic backup copies of the Environment as well as information and the Software database located in the Environment.
- 8) Use of the Environment presupposes that the Customer has an Internet connection (with the recommended minimum speed of 1 Mbps). The Software is located in the Environment and the Customer can use it with the respective client program/application installed on the Customer's workstations/devices or with a web browser.
- 9) In order to use the Software and access the Environment the respective client programs/applications have to be installed and configured on the Customer's workstations/devices. Such services are not included in the scope of the Hosting Services and considered additional paid Support Services. Additional paid Support Services also include:
- making backup copies of the database/information in the Environment (upon request of the Customer) in addition to the backup copies outlined in these special conditions;
  - providing a copy of the database/information of the Software in the Environment to the Customer (excluding automatic sending of the text copy of the database within reasonable period of time);
  - creation of additional secure channels to access the Environment.
- 10) The Customer confirms that he/she is aware of the circumstance that due to the technology, architecture of the data processing systems and specifics of hardware it is impossible to ensure constant and uninterrupted work of the Environment. In order to ensure functionality of the Environment Excellent analyzes the Environment, where necessary updates the Software and attempts to reduce the effect of software bugs.
- 11) The total duration of unscheduled unavailability of the Hosting Service shall not exceed 8 (eight) hours per calendar month.
- 12) Temporary limitations and disconnections of the Service can take place in connection with maintenance of the Environment and data backup (normally takes place during nighttime from 21:00 until 8:00)

- 13) Where necessary, short disconnections of the Environment (of up to 5 minutes) can be performed without an advance notification.
- 14) Without approval of Excellent the Customer shall not change the Software located in the Environment, its operating system, or on its own accord add other software or elements of software to the Environment.
- 15) The Customer shall use the Software in the Environment and the related elements in order to use the Services, including recording of the respective input data and results, at the same time avoiding actions that result in unreasonable increase of data volume (for instance saving video clips using the document management function, etc.). Where the Customer uses resources of the Environment unreasonably, Excellent shall have the right to set volume limitations in the Environment having informed the Customer accordingly.
- 16) Any actions of the Customer with regard to use of the Environment that are not expressly allowed in these special conditions or in additional agreements shall be prohibited.
- 17) Excellent shall provide support to the Customer using the Hosting Service with regard to the problems related to the Environment (except for problems related to the Software and/or any other Services) (hereinafter – the Hosting Support). The aim of the Hosting Support is to detect and resolve technical problems/faults (hereinafter – the Incident) with regard to the Environment and advise the Customer with this regard.
- 18) Any problems/faults caused by the factors external to the Environment (including problems in communication channels, problems with the Customer's workstation, etc.) or caused by the Customer (for instance, by specific options changed by in the Software) are not considered to be the Incident. Resolving such problems/faults that are not considered to be the Incident shall be a paid Support Service.
- 19) The Customer's contact person agreed with Excellent shall submit to Excellent information about the incident by email to [pilv@excellent.ee](mailto:pilv@excellent.ee) indicating the following:
  - Customer's and the contact person's names and telephone number;
  - Detailed description of the Incident.
- 20) The Hosting Support is provided on all days from 8:00 until 21:00. Excellent normally reacts to a properly submitted notification about the Incident within two (2) hours, except outside the Hosting Support time (from 21:00 until 8:00). Excellent provides to the Customer information about any discovered circumstances and indicates the expected time of solving the Incident. Generally, the Incident is resolved by Excellent within one (1) day.
- 21) In order to solve problems in connection with the Hosting Service the Customer shall be reasonably available to Excellent and shall answer the questions presented by Excellent. The Customer shall without delay and free of charge provide Excellent with necessary, accurate and sufficient details.

- 22) Employees of Excellent dealing with software support and maintenance in the Environment and/or provision of the Hosting Support have concluded confidentiality agreements with Excellent.
- 23) The Software database located in the Environment and automatic backup copies are encrypted and thus Excellent employees do not have an opportunity to see the data.
- 24) Elimination of certain technical problems requires the Customer creating access for the employee of Excellent (Hosting Service administrator) who is to perform administration/maintenance of the Environment and/or provide Hosting Support. As the result, a part of unencrypted information from the database may become known to the Excellent employee. Access to such unencrypted information can be accidental and partial. After resolving the Incident, the Customer shall recall the issued access rights.
- 25) The Customer has the right to demand access to Software logs in order to see, what actions were performed in connection with the database by different persons (including Excellent employees).
- 26) Excellent shall not be liable for deficiencies and errors caused by the Internet connection, including destruction or alteration of data, falling of the data into hands of third parties, inability to use the Environment and any consequence of the above, including inflicted damage.
- 27) Excellent shall not be liable for destruction or alteration of data, falling of the data into hands of third parties, etc. where these are caused by use of the Software located in the Environment by the Customer or by errors of the Software used by the Customer.
- 28) Where the Parties do not agree differently, Excellent uses an automatic solution to back up the database/information located in the Environment to a server in a different location once (1) a day. Such copies are stored for one (1) calendar month. Where necessary, backup copies are used to restore the database in the Environment. Where the Customer expresses the respective wish and submits necessary technical data, the Customer has the right to receive with reasonable periodicity (no more than once every three (3) months) automatic text copy of the database/information of the Software.
- 29) Use of the Hosting Service does not take place separately from delivery/acceptance of such service. The service is considered to be delivered upon provision of access right to the Environment.
- 30) The Hosting Service provided to the Customer and its conditions are connected with use of the Software. It is impossible to completely exclude technical errors and bugs in the Software (including adaptation of its functionality) and/or during use of the Hosting Service and/or results of such use in connection with the Software as such or its use. The Customer agrees that the achievement of the goals of the Software and/or the Hosting Service and/or their use to a significant extent depends on the actions and the degree of care of the Customer (including the used hardware, skills and competences, backup copies, notification about the problems, internal work regulations, etc.), as well as on actions of third parties (for instance, communication service providers) and other

software used on computers of the Customer.

- 31) Excellent has the right to use subcontractors in provision of the Hosting Service. For hosting the Environment Excellent uses service providers that can be changed in the process of provision of the Service (which means that generally the Environment is not physically located on the hardware of Excellent, but rather uses cloud service providers, such as Amazon, etc.). Excellent carefully selects service providers for hosting the Environment (cloud service) aiming to ensure a reasonable service (for instance, the service offered by the service provider must ensure server redundancy, security control of physical access to servers, at least 10 Mbps connection speed and use of uninterruptible power sources (UPS) for servers). Upon request of the Customer Excellent informs the Customer about the service providers whose solutions are used to host the Environment.
- 32) Where the Parties do not agree differently, Excellent issues to the Customer an invoice for the Hosting Services in the beginning of every month of provision of the service. The period of payment of the invoice shall be seven (7) days.
- 33) Excellent shall issue invoices to the Customer as e-invoices or in PDF format. The payment is considered to be performed on the day of transfer of the respective sum to the current account of Excellent.
- 34) Excellent has the right to suspend provision of the Hosting Services, where the Customer delays payment of Excellent invoices. Excellent shall not be liable for any consequences of suspension of provision of the services for such reason.
- 35) Excellent has the right to terminate the agreement for provisions of Hosting Services, where the Customer delays payment to Excellent for more than thirty (30) calendar days.
- 36) The Customer has the right to terminate the agreement for the Hosting Services, where Excellent fails to perform its contractual obligations in thirty (30) days after receipt from the Customer of a written demand to stop breach of the respective obligations.
- 37) End of provision of the Hosting Services shall not release the Customer from performance of obligations that can be implied to remain in force upon the end of provision of the service. End of provision of the Hosting Services shall not release the Customer from performance of financial obligations in connection with the contract. The Customer also has no right to demand partial or full return of the sums paid for the Hosting Services.
- 38) Upon termination of the Hosting Service Excellent suspends the Customer's access rights to the Software.

- 39) Failure of any provision of the General and/or Special Conditions to comply with the law or other legal acts shall not affect validity of other provisions. Upon discovery of noncompliance of the provision with the law or another legal acts, the Parties shall at the earliest opportunity replace it with a similar lawful provision. Where the Parties fail to reach an agreement with regard to replacement of the provision, it is implied that Excellent did not conclude the Hosting Services contract upon such conditions, except where Excellent confirms differently.
- 40) These special conditions complement provisions of the general conditions (i.e. Software license agreement for Hansaworld software and Subscription agreement for Hansaworld services available at: [www.excellent.ee/tingimused](http://www.excellent.ee/tingimused)). In case of discrepancies between the special conditions and the general conditions, the general conditions shall take precedence.
- 41) In case of any discrepancies between different language versions of these special conditions, the Estonian version of the conditions shall take precedence.