

USE OF SERVICES IN CONNECTION WITH USE OF SOFTWARE

Books and Standard ERP software

Special conditions for use of modules

valid since 1 April 2016

- 1) The Modules are the paid functions of the Software used by the Customer (the Services) that determine capacity of the Customer with regard to data processing.
- 2) Where the Customer did not itself make selection of all the necessary Modules, and as the result the Customer is unable to use the Software as desired, Excellent has the right to unilaterally complement the selection of the Customer having informed the Customer accordingly.
- 3) Modules are developed and decisions as to rights of their use are made by the owner of the Software rights. Excellent is unable to change these circumstances.
- 4) The fee payable by the Customer to Excellent in addition to selection of the Modules also depends on the time, when the respective service becomes available to the Customer. The price of the Service does not depend on whether the Customer actually uses possibilities offered by the Modules (the Service). Selection of the Modules and their prices are indicated in the pricelist of Excellent available at www.excellent.ee/hinnakiri. VAT is added to the prices set out in the pricelist.
- 5) Before selecting the Modules the Customer has the right to ask Excellent about their content and use options.
- 6) Where the Parties do not agree differently, provision of the Module-related services is performed in one (1) month periods.
- 7) In the process of use of the Modules no separate delivery/acceptance takes place. The Service is considered to be provided to the Customer from the moment Excellent adds the option of the respective Module to the Software.
- 8) The Customer shall without delay review the Modules made available or where necessary delegates performance of such review to specialists.

9) The reasonable time when the Customer shall inform Excellent about any deficiencies discovered with regard to the Modules, shall be three (3) business days. Each discovered deficiency shall be described in detail and accurately to allow reproducing the deficiency in the testing environment.

10) The Module-related Service provided to the Customer and their 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) or related to its use and actions of users and/or during use of the Modules and/or results of such use. The Customer agrees that functioning of the Software and/or the Modules and/or achievement of the goals of such 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.

11) Where necessary Excellent shall provide a free telephone support service (not exceeding 15 minutes) to the Customer that uses the Modules with regard to the standard functionality of the active version of the Software (hereinafter – the First Aid). The goal of such First Aid is to determine problems and/or interruptions the Customer experiences in the process of use of the Software and where possible to provide the Customer with instructions on a simple way to eliminate the problems and/or interruptions. The First Aid telephone number is 6691111. The Customer also can ask questions to the First Aid Service by email info@excellent.ee. Where possible Excellent answers questions within forty-eight (48) hours. To ensure better provision of the Services and to avoid later disputes or misunderstanding all calls to the First Aid line are recorded. The First Aid is also provided in the online environment at www.excellent.ee/kasutajatugi. In order to receive the First Aid Excellent recommends the Customer to ask questions in the online environment, since the questions in the online environment has priority other questions asked using other means.

12) The First Aid helps the Customer that uses Modules to find solutions to problems that may arise in connection with use of the Software, including finding potential workarounds.

13) The First Aid is not provided with regard to special modifications of the Software or add-ons to the Software.

14) The First Aid is provided on all business days during working time (the working time of Excellent is from Monday to Friday from 9:00 until 17:00). The First Aid is not provided during public and national holidays.

15) Due to Excellent employees being unavailable (for instance, attending training courses) for one day in a quarter, provision of the First Aid can be delegated to partners of Excellent (subcontractors). Respective information is posted on the website of Excellent at least in two (2) weeks in advance. Where the Parties do not agree differently, Excellent has the right to use subcontractors for provision of Module-related Service.

16) A service with the content similar to the First Aid that is provided outside the working time, during weekends or holidays is considered a paid Support Service and is provided on the basis of a separate agreement.

17) Excellent shall inform the Customer using the Modules about any news and changes with regard to the Software in newsletters and using the notification methods embedded in the Software (including the main window banners and pop-up windows).

18) Excellent shall publish and regularly update Frequently Asked Questions (FAQ) with regard to the Software and answers to such questions online at www.excellent.ee/kkk

19) In the process of provision of the First Aid identity of the Customer is determined along with the nature of the problem/interruption. By processing the received information, Excellent attempts to determine the cause of the problem and offer possible solutions, including notifying the Customer on how it could be possible to solve the situation and where it is possible to obtain the information regarding necessary actions.

20) Where the problem encountered by the Customer using the Modules is recurring, Excellent defines it is a bug. The bug is then documented and the respective information is provided to HansaWorld software development center.

21) Excellent has the right to demand from the Customer a written description of the problem/interruption.

22) Where Excellent and the Customer do not agree differently, only the indicated contact persons of the Customer may turn for the First Aid. Such contact persons are key users or persons who took the training approved by Excellent.

23) The First Aid is not designed to address or solve urgent problems related to functionality of the Software. Addressing such problems takes place as a part of paid Support Service for which the Customer shall pay according to the current pricelist of Excellent.

24) The First Aid as any other service provided by Excellent for free does not include the following (among other things):

- installation of the Software and new versions of the Software by Excellent, except where conditions of another provided Service indicate differently;
- transfer of data;
- recovery of lost data or software;
- visits to the Customer's offices;
- solving any problems with regard to interaction of the Software and products of third parties that are not supplied by Excellent;

- solving any problems with regard to any improvements, adjustments or modifications of the Software made by third parties without prior written approval of Excellent;
- Training of the Customer's personnel in the Customer's offices, by telephone or in a classroom;
- solving any problems caused by lacking training of the Customer's personnel;
- any other works outside working hours of Excellent;
- consultations in the offices of the Customer or Excellent;
- solving any problems with regard to Software errors, hardware, cabling, etc.

All of the abovementioned activities are paid additional Support Services.

25) Where it takes over fifteen (15) minutes for Excellent to solve the problem or the question of the Customer using the Modules or where the time required is connected with solving software or hardware issues external to the contract (for instance, problems with regard to incorrect settings of the operating system or the network version of the software, wrong cabling, etc.), Excellent may designate its further activities with regard to solving the problem/question as a paid Support Service, having informed the Customer accordingly.

26) While providing the First Aid Services Excellent has the right to demand from the Customer updating the Software version.

27) Excellent has the right to demand that the Customer behaves in a polite and respectful manner. Excellent records all conversations with customers for the purposes of complying with the contract.

28) In order to solve problems in connection with the Software and/or the Modules, the Customer shall remain reasonably accessible for Excellent and answer any related questions Excellent may have. The Customer shall without delay and free of any charge submit to Excellent necessary, accurate and sufficient information.

29) In order to ensure efficient solving of problems online (including sending of log files and instructions) the Customer shall be able to send and receive emails.

30) The Customer shall ensure that the person providing technical support on the part of Excellent in order to provide the First Aid Services and/or solve problems/interruptions shall have access to all the software, equipment and materials that Excellent considers necessary for provision of the service. The Customer is responsible for accuracy of any information, instructions and materials provided to Excellent.

- 31) In order to assist in solving problems, the Customer shall upon request of Excellent allow to Excellent access to the Software or systems related to Modules (including to the environment where the Software is located).
- 32) While using the Software and/or Module-related services the Customer shall use the materials provided by Excellent (including, instruction manuals) and shall be guided by the instructions contained in them and additionally provided by Excellent.
- 33) The Customer's employees shall have sufficient knowledge with regard to software platforms on which the Software and/or the Module service operate and be able to follow instructions of Excellent with regard to launching functions, backing up and restoring data, performing maintenance procedures, etc. Instructing people with such knowledge is a part of paid additional Support Services.
- 34) The Customer shall backup all its databases on external data carriers. Data files of all system shall be backed up at least once (1) a day. Excellent may demand from the Customer restoring the data from a backup copy in order to solve the problem. Backup copies should also be made before any maintenance works, adjustments or updates.
- 35) The Customer shall make everything required to ensure that updating of the Software is successful. Where it is technically possible, updating of the Software of the Customer using the Modules is performed automatically.
- 36) If the Parties do not agree differently, Excellent shall issue to the Customer the invoice before commencement of the period of provision of the respective Service so, that the payment deadline is before beginning of the month preceding provision of the Service. Generally, the payment deadline shall be seven (7) days and shall be issued in two (2) months before commencement of the period of provision of the Service.
- 37) 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.
- 38) Excellent has the right suspend provision of the Modules-related 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.
- 39) End of provision of the Modules-related 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 Modules-related 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 Modules-related Services.
- 40) Excellent does not bear liability of the manufacturer of the Software.

41) 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 Modules-related Services contract upon such conditions, except where Excellent confirms differently.

42) 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). In case of discrepancies between the special conditions and the general conditions, the general conditions shall take precedence.

43) In case of any discrepancies between different language versions of these special conditions, the Estonian version of the conditions shall take precedence.

