Lino Hosting Agreement

(1) This is a Service Level Agreement between **Rumma & Ko** as Provider and **[you]** as Client.

(2) Summary: The Provider installs a **software application** named **[Lino]** („Application") on a **server machine** ("Server") and ensures **development**, **maintenance** and **support** for this Application as detailed below.

Support

(3) Support **is limited** to questions and problems about the Application. Support covers all aspects of the Application, including every-day usage, configuration, diagnosing problems, planning and deploying optimizations and new features.

(4) The Client **reports problems** concerning the Application as soon as possible.

(5) The Provider answers to questions and problems reported by the Client within a reasonable time frame.

(6) The Client centralizes communication with the Provider through a single **contact person**.

(7) The Client answers to **callback questions** from the Provider and provides any information needed to solve the problem to the best of their ability.

(8) The Client is responsible for **training** other users than the contact person and writing **end-user documentation**.

(9) The Client uses the Application in **good will** as agreed with the Provider.

Development and Maintenance

(10) The Provider **maintains** and adds **new functionalities** to the source code of the Application as needed and requested by the Client.

(11) The Provider **installs** new versions of the Application onto the server provided by the Client and cares about **migrating** the Client's database.

(12) The Provider maintains and runs **automated tests** in order to constantly increase stability and decrease the need for manual testing by humans.

(13) The Provider performs **basic manual tests** on new versions of the Application in order to avoid problems like data loss, data leaking or server failures.

(14) The Client performs **thorough manual tests** on new versions of the Application.

Intellectual property

(15) All code written for this project is published as **Free Software** under AGPL or BSD licenses.

(16) The Provider **reuses knowledge** from other Free Software projects for this project when applicable. If the integration needs work on these other projects, then the Client must pay for this time.

(17) The Provider takes care of **sharing** the knowledge obtained from this project with other developers. This includes **publishing** the source code of the Application as Free Software on a public code repository, writing understandable code and technical documentation. The Client agrees to pay for the minimal required effort involved in the sharing process.

Hosting

*a) In case of **public cloud hosting**:*

(18) The Provider decides which third-party cloud provider to use and carries out the initial system setup.

(19) The Provider takes all reasonable security measures necessary for protecting the Server against unauthorized access.

(20) The Provider makes nightly **backups** of data and can restore the server to last night's state upon the Client's request.

(21) The Client uses the system only as intended for the purpose of running the Application. The client refrains from using the server for other purposes or overloading the server either on purpose or by accident.

*b) in case of **in-house or third-party hosting**:*

(22) The Client sets up the **server** on which the Application is to run. The Server must run a stable Debian operating system and must be accessible by the Provider through a secured connection (ssh) with all permissions required for the Provider's work.

(23) The Client is responsible for the **system administration** of this server, including availability, reliability, performance and security. The Client may delegate this responsibility to a third-party hosting provider.

(24) The Client or their third-party hosting provider **assist the Provider** for questions related to the integration of the Application into the server system, including but not limited to configuration of mail transfer agent, database and web server.

The Data

(25) The Client remains owner of the data stored in the databases. The Provider has no permission whatsoever of using it.

(26) The Client may provide certain information to the Provider that is and must be kept confidential.

(27) The Confidential Information to be disclosed can be described as and includes (a) passwords for accessing the Server and (b) the database content produced and maintained by the Application.

(28) The Confidential Information does **not** include the Application itself (source code, documentation, business processes and database schema description).

(29) To ensure the protection of such information, and to preserve any confidentiality, the Provider shall limit

disclosure of Confidential Information within its own organization to its directors, employees and/or independent contractors (collectively referred to as "affiliates") having a need to know. The Provider and affiliates will not disclose the confidential information obtained from the Client unless required to do so by law.

(30) This Agreement imposes no obligation upon the Provider with respect to any Confidential Information (a) that was in Provider's possession before receipt from Client; (b) is or becomes a matter of public knowledge through no fault of Provider; (c) is rightfully received by Provider from a third party not owing a duty of confidentiality to the Client; (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of, Client; or (e) is independently derived by Provider.

Invoicing

(31) The Client agrees to pay a **base fee** fixed to **[BaseFee]** on **[Date]**.

(32) The Provider issues invoices as agreed, mentioning the covered period on each invoice.

(33) The base fee includes a credit of **[FeeCredit]** support hours. This credit becomes void if the support is not used during the covered period.

(34) The base fee is adapted for every invoice according to the **consumer price index** published by the Estonian national statistics board.

(35) The base fee may be adapted for every invoice depending on **changed circumstances or market situation**. In case the fee increases by more than **5%**, the Provider must announce the price change at least **three months** in advance.

(36) The Provider writes detailed **service reports** showing the work they invested into the project.

(37) Any reported work done by the Provider for this project is to be **paid by the Client** unless it is assigned to another project.

(38) The Provider writes invoices for work which exceeds the base fee either in advance or afterwards.

Disclaimer

(39) This Agreement does not apply in circumstances that could be reasonably said to be beyond the Supplier's control (*force majeure*) including but not limited to natural or man-made disasters, regionwide internet disruptions or power loss.

(40) The Provider is not responsible for problems caused by the Application maintained by the Client, including but not limited to regressions or data corruption caused by an upgrade or bug.

(41) The Provider cannot be made responsible for problems caused by the Client's inadvertence, including but not limited to malware on their system and granting inappropriate user permissions, giving SSH server access to unauthorized third parties.

Miscellaneous

(42) The Client pays the invoices issued by the Provider by the agreed time.

(43) Both parties do their best for maintaining **good communication** with each other at all times.

(44) Both parties do their best for **avoiding and resolving any problem** that might occur.

(45) To the extent permitted by the law, the Provider, shall not be liable to the Client for any consequences, claim, damages suffered by the Client deriving from the breach by the Provider of its obligations under this Agreement.

(46) This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with [Belgian|Estonian] law.

(47) The parties irrevocably agree that the courts of Belgium shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

(48) Either party has the right to **terminate** this Agreement if the other party fails to do their responsibility. Such termination and its reason must be communicated in a written statement.

Termination

(49) Upon termination of this contract, the Provider must provide to the Client a snapshot containing all relevant information for running the application on another computer. This includes the database content, the information about installed software packages and local settings.

Signatures

(50) The parties acknowledge that they have read and understand this Agreement and accept the duties and obligations set forth herein.

(Dates, names and signatures)

Client: ....

Provider: ....