SBB BIZNIS

A G R E E M E N T
on Cloud service use
(hereinafter: the Agreement)

No.: _____

Concluded on: _____in Belgrade

between:

(Company) Name

Address, City (hereinafter: the **Customer**)

and

„Serbia Broadband – Srpske kablovske mreže" d.o.o. Beograd, Branch SBB Solutions, Beograd, Serbia, company ID number: 17280554, represented by Ivan Ivanović, Director (hereinafter: the **Provider**)

Commonly referred to as the Parties to the Agreement (hereinafter: the **Parties**).

SUBJECT OF THE AGREEMENT
Article 1.

The Subject of this Agreement is the use of Cloud service which includes rental of necessary hardware and software resources, as well as direct connection to the appropriate telecommunication infrastructure used by the Provider.
Cloud Service SLA Declaration is integral part of this Agreement. By signing the Agreement Customer has acknowledged and accepted terms and conditions of Cloud Service SLA Declaration.
Cloud service means certain hardware resources and software which may be one or more complete servers or one or more parts of the server with built-in Ethernet port and installed software necessary for defined functionality of Cloud service and for the use by the Customer. Cloud server means rental of virtual server with installed OS and defined hardware resources on the Provider Cloud platform.
Appropriate telecommunication infrastructure of the Provider, in terms of this Agreement, means connection to the Internet.

RIGHTS, OBLIGATIONS AND RESPONSIBILITIES OF THE PARTIES
Article 2.
Basic obligations of the Provider

Provider hereby obliges to enable undisturbed use of Cloud service and permanent (24 h) direct connection between the Customer and the Internet via Provider's hubs, i.e. via TCP/IP protocol, within agreed limits, capacities and technical capabilities.

Article 3.
Other obligations of the Provider

In addition to basic obligations, Provider hereby agrees to the following:
  (1) Notify the Customer promptly about potential problems in operation of Cloud platform or hubs – Provider's network, if the Provider notices that it disabled or substantially harmed the realization of the Provider's obligations set forth by this Agreement.
  (2) Notify the Customer about conventions and recommendations in the area of telecommunication law, as well as the Internet Code of Conduct, which the Provider has accepted and which are available at *http://www.ripe.net* and *http://www.internic.net*, etc.

(3) Protect the rights to confidentiality of the Customer's information contained on Customer's Cloud servers, which is known to the Provider, except in situations expressly set forth by the law or this Agreement.

(4) During the duration of this Agreement, with the exception of scheduled and planned works and force majeure, network infrastructure and Provider's connection to the Internet shall be functional.

In terms of this Agreement, network shall be considered functional even when one or more network services or software executed on the Customer's Cloud server are not working, or even in situation when the quality of service is degraded due to reasons which may be attributed to the current condition of the Internet in general

(5) Provide Customer with the server root access after the activation of Cloud service and provide Customer with all relevent parameters via e-mail in accordance with the type and configuration of the mentioned Cloud service, except for the Cloud mailing list, Cloud mail server and audio streaming services.

(6) Provider's Sales department shall answer any formally submitted offer requests, within one business day, and those requests submitted outside the office hours shall be answered on the next business day.

Business day means Provider's office hours on Monday through Friday from 09:00 to 17:00, not including public holidays and other non-working days determined by the Law.

Article 4.
Provider's responsibility for system failure and network disconnection

Provider shall not be responsible for disconnection of the Cloud server with the Internet if such interruption occurs as a result of:

(1) Provider's work on the infrastructure of its networks or hubs, provided that the Provider has notified the Customer 3 days prior to the commission of the works and that the disconnection does not last longer than 8 hours continuously.

When possible, Provider shall perform the planned works during the period of the lowest traffic and/or as agreed with the Customer.

(2) Work or disconnection in the infrastructure of Provider's ISPs (Telekom, Telenor) or their super-providers.

(3) If there are hardware problems with platform on which rented Cloud server is located (e.g. hard disc failure, memory failure, processor failure, power supply failure, etc.) Provider is obliged to replace the damaged component or the entire system within the time period set forth by the Cloud Service SLA Declaration which is listed on www.eunethosting.com and which is integral part of this Agreement.

(4) If there are problems with software on rented Cloud server, which are related solely to the operating system of the physical server and Cloud platform Provider is obliged to resolve the problem or reinstall the entire system within the time period set forth by Cloud Service SLA Declaration which is integral part of this Agreement.

(5) In the cases referred to in Paragraphs 3 and 4 of this Article, Provider shall not be responsible for any loss of Customer's data. The Customer is responsible for maintaining the backup system, unless the Customer has purchased additional services for backup and maintenance from the Provider.

(6) If the hardware error is detected and not rectified within the time period specified by the Cloud Service SLA Declaration listed on www.eunethosting.com and which is integral part of this Agreement, Provider shall allow the reduction of the service fee granted on behalf of damage, as set forth by this Agreement.

Article 5.
Limited Liability of the Provider

As of the moment of enabling administrative access to Cloud server, Provider bears no responsibility for security, installed software, uploaded content, method of use, business results and consequences of the Customer during the period the Customer has rented Cloud service for.

Provider shall not be responsible for any damages of the system hosted on the Cloud server or rented Cloud server itself, which have occurred as a result of situations beyond Provider's control and Force Majeure.

Provider doesn't guarantee that the service will run continuously, without any errors, viruses or other harmful components that are the result of improper service use by the Customer.

Provider may provide the Customer with the access and services to certain software and/or services of third parties ("Third party's products") through Provider's resale relationships with certain commercial vendors. Provider does not in any way guarantee, either expressly or by implication, for the Third party's

products nor shall be held responsible for any direct, indirect or consequential damage arising from the use or inability to use any Third party's product. Unless indicated otherwise, the Customer acknowledges that the third party shall provide support for its products, not the Provider.

Article 6.
Provider's rights in case of Customer's prohibited conduct

If the Provider, at his sole discretion, determines that the Customer uses Cloud services in a manner which is, in terms of this Agreement, prohibited, Provider shall warn the Customer about it in writing and provide him/her 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 of any damages caused by the Customer.

Article 7.
Basic obligations of the Customer

Customer independently decides on the use of Cloud services, i.e. on the software which shall be installed and shall be operating on Customer's Cloud server (web presentation, databases, FTP server, interactive applications, etc.), while complying with limitations set by this Agreement and the law.

Article 8.
Other obligations of the Customer

Customer can update the content on Customer's Cloud server located in the workspace of the Provider only via Internet.
Customer is obliged to ensure that the daily information flow between Customer's Cloud server and Provider doesn't imperil operations of the Provider's network and operations of other users. Provider shall notify the Customer in timely manner if, however, this does happen.
All written communication addressed to Customer shall be considered delivered if sent to the address listed as the contact address by the Customer in the Purchase order or any other contact address which the Customer has given in written form (letter on company letterhead, signed and sealed by the authorized person or accompanying documentation such as personal ID or passport). The Customer is hereby obliged to deliver to Provider in writing as soon as possible, and no later than 3 days, any change in the address, phone number, email address, authorized persons and/or 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.

Article 9.
Prohibited use of Cloud service

Customer cannot use any Cloud service or the software and data hosted on the Customer's Cloud server 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 or during this Agreement.
Prohibited conduct of the Customer shall be considered any action 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 agreements, conventions and recommendations in the area of telecommunication law, as well as the Code of Internet Conduct adopted by the Provider, and which the Customer has been notified about prior to the conclusion or during this Agreement.
Prohibited conduct in terms of Point 6) of the previous Paragraph is:
• distribution of unsolicited (SPAM) messages via e-mail or USENET conferences;
• use of service in order to gain an authorized access, control or to change data of the network, system or other Internet users;
• any prevention of hindering of normal operations of Cloud platform, associated systems, services of other users and Provider's Internet link.
Customer shall not breach or try to breach security of Provider network. System or network security breaches can result in litigation and/or criminal charges. Provider will investigate any events which may involve cooperation with law enforcement authorities in prosecuting the Customers who are involved in any type of security breach. These violations of proper service use include, but are not limited to the following:

- distribution of unsolicited (SPAM) messages via e-mail or USENET conferences,
- access to data which is not intended for the Customer or accessing the server or account which the Customer is not authorized to access,
- attempt to test or scan the vulnerability of Provider system or network or to breach security of the authentication system,
- attempt to influence other customers, hosts or networks through this service, including but not limited to means of overloading, brute force, flooding, mail bombs, system failures or other types of attacks,
- forging any header of TCP/IP package or any other part of essential information in an e-mail or discussion groups,
- taking any type of action in order to gain services which the Customer is not entitled

COMMERCIAL TERMS AND CONDITIONS
Article 10.
Customer's obligations

Customer is hereby obliged to pay the fee to the Provider in exchange for the services provided which includes:

- specified monthly service fee for Cloud server and additional services in accordance with the invoice, offer and valid commercial terms of the Provider. If the server capacities change, monthly service fee shall be adjusted in accordance with the valid pricelist listed at www.eunethosting.com .

Article 11.
Payment terms

Provider will activate the service on the next business day, upon receipt of advance payment equal to monthly service fee for the ordered service.
Provider is obliged to provide the service for the received advance payment, and that will be noted on the monthly invoices.
Provider will issue monthly invoice to the Customer, on the last day of the current month, for the services provided in the current month. Customer is obliged to pay the invoice within 7 days.
All service fees, VAT excluded, are listed at www.eunethosting.com.

Article 12.
Change of commercial terms and conditions

Provider reserves the right to unilaterally change commercial terms and conditions applicable to Cloud service.
Provider is obliged to notify the Customer about the change of commercial terms and conditions in writing, by mail or e-mail, at least 7 days before the invoice date for the upcoming month.
If the Customer doesn't notify the Provider within 3 days after the receipt of the notification about the change of Commercial terms and conditions, it shall be considered that the Customer agrees with this change.

Article 13.
Fee reduction

Any reduction of the service fee shall be clearly stated on the invoice sent to the Customer via direct mail or e-mail. Reductions are approved for the duration of service interruption attributed to the Provider, 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.
Reduction of the service fee which Provider can approve to the Customer shall be in accordance with the Cloud Service SLA Declaration listed on www.eunethosting.com and which is integral part of this Agreement.

OTHER PROVISIONS
Article 14.
Technical support services

Provider limits technical support to the area of his expertise and offers assistance only for his services.
Provider offers only basic level of technical support for free and this is defined in the offer and/or official website of Provider www.eunethosting.com
All other forms of support, assistance in resolving specific problems are charged according to the valid Commercial terms and conditions of the Provider listed on www.eunethosting.com.

Provider does not offer free technical support for Customer's clients and reserves the right to refuse to provide technical support to the clients of the Customer. Provider reserves the right to refuse to provide technical support in all situations which are not in the area of his services and expertise.

TRANSITIONAL AND FINAL PROVISIONS
Article 15.
Force Majeure

Neither Party shall be held responsible for delay or failure in operations which happens due to Force Majeure. Force Majeure includes interruptions in the User's network operations which are beyond Provider's reasonable control.

In the event of Force Majeure, this Agreement may be delayed for the duration of Force Majeure, for the short term period, or it can be suspended, for the long term period and lasting, as agreed by the Parties.

Article 16.
Communication between the Customer and the Provider

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 www.eunethosting.com.

Article 17.
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.

Provider reserves the right to change certain or all provisions of legal documents on its web presentation without prior notice, which may directly or indirectly affect parts of this Agreement or the whole Agreement. Changes published on the web presentation of the Provider are of equal significance as any other official document.

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

If the Customer does not notify the Provider about not accepting the change of Terms and Conditions of this Agreement and/or General Terms and Conditions within 3 days, or within 15 days for changes of the legal documents on the web presentation of the Provider, it shall be considered that the Customer agrees with this change.

Article 18.
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.

If, in all cases of termination, termination happens before the Provider has provided the service for the received advance payment from Article 11, Provider will keep the remaining advance payment as remuneration for occurred expenses.

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 customers, Provider has the right to suspend execution of its obligations in terms of this Agreement, with prior notice sent to the Customer and then to terminate the Agreement without prior notice.

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

If the Customer, however, doesn't pay for services used in accordance with the issued invoices within 30 days from the issuance date, after the written notification sent to contact e-mail, Provider reserves the right to suspend the service, without prior notice.

After 30 days of service suspension, if Provider doesn't receive the payment or official letter from the Customer notifying Provider about the service cancellation and the Customer doesn't take his/her content from the server, Provider reserves the right to shut the server down and delete all the data from the Customers server.

Article 19.
Jurisdiction and Governing Law

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 a foreign party and the Agreement was translated from Serbian

language to another language, the Serbian version of the Agreement shall govern.

Article 20.
Effectiveness of the Agreement

Agreement becomes effective when signed by the both Parties.
Agreement is concluded for the indefinite period of time and can be terminated with 30 day written notice sent to the other Party.