



Contract
For Cloud server use
(hereinafter Contract)

No: _____

Closed on: _____ in Belgrade

between:

_____ (hereinafter User)

i

EUnet d.o.o, Belgrade

Dubrovacka 35, 11000 Belgrade, Serbia (hereinafter **Provider**)

Hereinafter: Contracting Parties, Parties.

Subject

Article 1.

Subject of the Agreement is use of Cloud server, which includes rental of certain EUnet hardware and software resources, and also direct connection to the appropriate telecommunications infrastructure, which is located in the working premises of Provider.

Cloud server includes hardware and software resources that may be one or more whole servers or one or more parts with network access and with installed software necessary for defined functionality for Cloud server and use by the user.

Adequate telecommunications infrastructure of Provider in terms of this Agreement is connection to the Internet.

Internet is a global information and computer network based on IP protocol.

EUnet TCP / IP network is considered part of the Internet that is controlled and maintained by EUnet
Business day is from Monday to Friday from 09-17 hours.

Force majeure is considered external event that can not be predicted, avoided or rectified: natural events (earthquakes, fires, floods and other weather conditions), social phenomena (wars, general

strike, epidemics, exclusion from work and closing the workplace, regulatory changes etc.), as well as disruptions on the network on which Provider can not objectively affect, the current state of the Internet in general (International link interruptions and other problems), which make the fulfilment of the contract permanently or temporarily impossible.

RIGHTS, DUTIES AND RESPONSIBILITIES OF THE PARTIES

Article 2.

Basic obligations of Provider

Provider is obliged by this Agreement to allow free use of a Cloud server and permanent (24 h) direct connection of User to the Internet through a Provider`s hub - via TCP / IP protocol, within the agreed limits, their capacity and technical capabilities.

Article 3.

Other obligations of Provider

Provider, in addition to the basic obligations, is obliged to:

(1) Immediately inform the user about possible problems arising in the functioning of Cloud servers or hubs – Provider`s Network, if he notice that it disabled or substantially harmed realization of obligations provided under this Contract.

(2) Respect the right to protect confidential data stored on the Cloud servers and which is known to him, except in cases expressly specified by law or this Contract.

(3) During the term of this Contract, excluding scheduled, planned works and cases of force majeure, network infrastructure and connection of provider with internet provider will be functional.

In terms of this Agreement the network is functional also when one or more network services or software done on the User`s Cloud server does not work, or if the quality of service is degraded for reasons that may relate to the current state of the Internet in general.

(4) Enable the full administrative access upon activating Cloud server and provide all the relevant parameters for the user, via e-mail according to the type and configuration of specific Cloud server.

(5) That the Provider`s sale department will answer to any formally submitted offer request within one working day, and if it is not business day then the next working day.

Business hours are from 09:00 h to 17:00 h Monday to Friday, excluding public holidays and other holidays as determined by the law.

(6) Calculate, for each configuration of Cloud server from its offer, the possibility and duration of additional functionality installation as well as deadlines for changing the configuration if the user needs while using the Cloud server change.

Article 4.

Provider`s liability for the system crash and disconnection

Provider is not responsible for disconnection of Cloud servers with the Internet, if termination occurs as a result of:

(1) Provider`s work on the infrastructure of their networks or nodes, provided that Provider notifies the User 7 days earlier, and no later than 1 day earlier, before work starts and that interruption lasts no longer than 8 hours continuously.

When possible, Provider shall perform the planned work during the period of least traffic and / or according to agreement with the User.

(2) Work or interruption of the infrastructure of Provider`s ISP (Telekom, Telenor) or their super-provider.

(3) If problem on the leased Cloud server is with the hardware (eg hard disk failure, memory, processors, power supplies, etc..) Provider is obliged to replace a damaged component or a whole system within the period specified by the SLA which is an integral part of this Contract.

(4) If problem on leased Cloud server problem is with software and which is related solely to the operating system of physical server and CA Cloud platform, provider is obliged to solve the problem or reinstall the entire system within specified period by SLA which is an integral part of this Contract.

(5) In the case referred to in paragraph 3 and paragraph 4 of this Article, Provider is not responsible for loss of User`s data. The user is responsible for the maintenance of the backup, unless the user has taken additional services - backup and maintenance, from the Provider.

(6) In case of hardware error detection error is not corrected within the period specified by the contract and SLA.

Provider will allow reduction of the fee for services rendered on behalf of damage, as defined in this Contract and the SLA, which is an integral part of this Agreement.

Article 5.

Limitation of Provider`s liability

From the moment of enabling administrative access to Cloud server, provider bears no responsibility for the security, installed software, set content, method of use, business results and consequences for the User during the period of Cloud server lease.

Provider is not responsible for system damage where the Cloud server is set or damage of leased Cloud server the lease which is consequence of the situation on which Provider has no influence

and/or the effect of force majeure.

EUnet does not guarantee that the service will run continuously, with no errors, viruses or other harmful components that are the result of improper use of services by User.

Provider can provide services and access to certain software and / or services of third parties ("third parties & Products) through its resale relationships with certain commercial vendors. Provider does not give any explicit or implicit warranties regarding third party products and does not accept liability for any direct, indirect or consequential damage arising from use or inability to use any third party product. Unless it is otherwise specified, the User is aware that support for third party products gives manufacturer, not the provider.

Article 6.

Provider's Rights in the case of prohibited conduct by User

If Provider on his own assessment concludes that the user uses the Cloud servers in a way that, in terms of this Agreement, is prohibited, Provider will send a written warning and give to the User written instructions on further proceedings, with the suspension of Contract.

If the user does not accept the instructions, Provider has the right to unilaterally cancel the contract without notice, with the right for any compensation for damage caused by the user.

Article 7.

User`s basic obligations

User self-determines the way to use Cloud servers, software content that will be installed and function on the Cloud server (Web presentation, database, FTP server, interactive applications, etc.), respecting the limits set by law and this Agreement.

Article 8.

Other User`s obligations

Updating the content on Cloud server hosted by the Provider, the User may do exclusively through the Internet.

User must take care that the daily flow of information between the Cloud Server and Provider does not endanger the functioning of the network and the work of other users. Provider shall promptly notify the user if this situation happens.

All written communication will be considered delivered if it is sent to the address indicated in contact given by User on the order form or another contact whose address User sent in writing (letter on company letterhead, signed, stamped by the authorized person or as an attached documents as the ID card and passport). The user agrees to submit to EUnet in writing as soon as possible and no later

than 3 days, change of address, phone, e-mail addresses, authorized persons and other data necessary for effective communication between provider and user. Otherwise Provider is not responsible for any damage that may result from it.

User may send a written request to Provider for additional services. The application must specify in detail the need for specific hardware, software solutions and consulting services by EUNET engineer, at the request Provider shall respond in writing within 15 days of receipt.

Article 9.

Forbidden Use of Cloud server

The user can not use any Cloud server, or software and data on the Cloud server, contrary to the imperative law of the Republic of Serbia and international law or treaties, conventions and codes adopted by the Provider and the user is informed prior to the conclusion of this contract or during the execution of the Contract.

Considered prohibited conduct of User is any conduct in particular:

- 1) that is a criminal or civil offense,
- 2) which is violation of copyright and industrial property rights;
- 3) which is an act of unfair competition
- 4) which threaten or violate someone's personal rights,
- 5) which infringes good business practice and rules on protection of consumer rights;
- 6) which is in breach of treaties, conventions and recommendations in the field of telecommunications law and the Code of Conduct on the Internet which Provider accepted prior to the conclusion or during the term of this Agreement and the user is notified about it;

The prohibited conduct in terms of Section 6) of this paragraph is:

- distribution of unsolicited (SPAM) messages via E-mail or USENET conferences;
- use of services for unauthorized access, gaining control or change the data of network, system or other Internet users;
- any prevention or hindering of the normal operation of the Cloud Platform, associated systems, services for other customers and Provider Internet link.

The user shall not violate or attempt to commit violations of security of EUNET network. Violations of system or network security may result in civil and / or criminal liability. EUNET will explore the events that may involve cooperation with law enforcement authorities in prosecuting Users who are involved in any type of security breaches. These violations of the proper use of the service include, without limitation:

- Distribution of unsolicited (SPAM) messages via E-mail or USENET Conference
- Access to data not intended to the User or subscription to a server or account to which the user is not authorized to access.
- Attempt to test or scan the vulnerability of EUNET system or network or to violate the security of system for authentication.
- Attempt to influence through the service to other clients, host or network, including, without limitation, via means of overloading, brute force, flooding, mail bombs, system failure or other

types of attacks.

- Forging of any header of TCP / IP packets, or any part of the essential information in an e-mail or newsgroups.
- Taking any action in order to obtain services which User is not allowed.

COMMERCIAL TERMS

Article 10.

Obligation of the User

According to this Contract, the User is obliged to pay Eunet remuneration for provided services, including:

- One-time amount for installation which depends on type of Cloud server and additional functionalities
- Defined monthly subscription amount for services and additional services, according to offer and current price list.

Article 11.

Remuneration amount modification

Provider keeps the right to modify the remuneration amount unilaterally for Cloud server services.

The remuneration amount modification will be obligatory for the User only in case Provider informs him/her in writing about the modification (via e-mail/post/fax) 7 days prior to the remuneration payment for the following month.

If User does not inform Provider in period of 3 days after receipt of notification, it will be deemed that User agrees with the remuneration amount modification.

Article 12.

Fee amount reduction

Any fee amount reduction for services will be clearly indicated on the bill that user receives by mail or e-mail. Reductions are granted for the duration of interruptions in service that are the responsibility of the Provider, starting from the moment when user`s or the provider's system for monitoring detect error in performance of some of the services, finishing with moment of error solving and establishment of normal operation.

Fee reduction which Provider can grant to the User will be in accordance with the SLA of service for Service Cloud server that is published on the website www.eunethosting.com or contained in the Annex of this Agreement.

OTHER PROVISIONS

Article 13.

Technical support services

Provider limits technical support to the area of our expertise and support for our services. Provider for free gives just a basic level of technical support that is defined in the offer and / or at official web site of Provider <http://www.eunethosting.com>.

All others forms of support, assistance in solving specific problems will be charged according to the commercial terms that User can see at <http://www.eunethosting.com>.

Provider does not provide free technical support for User`s customers and reserves the right to refuse providing support. Provider reserves the right to refuse to provide technical support in all situations which fall outside our service area and our expertise.

TRANSITIONAL AND FINAL PROVISIONS

Article 14.

Force majeure

None of the parties will be liable for delays or failures in the work resulting from force majeure events. Force majeure event means also disruption on the User`s network on which Provider cannot objectively affect.

In the case of Force Majeure, this Agreement may be deferred for the duration of force majeure, if it is a shorter period of time, or may be suspended if the time period is longer and lasting, and in accordance with the agreement of the Parties.

Article 15.

Prohibition of assignment and accession of the Contract

Provider and the user can not transfer their rights and duties under this Agreement to third parties or third parties can access this Agreement, without the written consent of the other party.

Article 16.

Communication between Provider and User

Communication and notifying of the Parties on all matters relevant to the implementation of this Contract will be exclusively in writing, which is also sending notifications via email and publishing on the Provider`s web presentations <http://www.eunethosting.com>

Article 17.

Changing of the Contract Conditions and / or General Terms and Conditions

Provider reserves the right to without prior notice change any or all provisions of this Agreement and / or general terms, and is obliged to immediately inform the user.

Provider reserves the right to change without prior notice any or all provisions of legal documents on his websites, which may have a direct or indirect effect on parts of this Agreement or whole Agreement. Changes posted on the web presentations of Provider have the same significance as any official document.

Change the terms of this Agreement and / or general conditions will be obligatory for User from the expiration of the period for which the fee has been paid to Provider.

If the user does not notify Provider that he rejects changes of the conditions of this Agreement and / or general conditions within 3 days, or within 15 days for changes of legal documents on the web presentations of Provider, it shall be deemed that the user has accepted this change.

Article 18.

Contract termination

Each Party has the right to terminate the contract in case of failure to comply with contractual obligations of other Contracting Party, with prior period of 30 days and both parties are obliged to send a notice in writing.

If the daily flow of information between the User and Provider become such as to threaten the functioning of the Provider`s Network and the work of other users, Provider has the right to unilaterally suspend its obligations under this Agreement, with prior notification, and then the contract can be unilaterally cancelled without notice.

In any case of termination of this Contract, regardless of the basis, the User is obliged to settle all outstanding invoices to the Provider in accordance with the provisions of this Agreement.

If the user does not pay for used services within 30 days from the date of invoice issuing, after written notice to the contact email, EUnet reserves the right to suspend use of services, with prior warning to the user.

After 30 days of service suspension, if we do not receive payment or an official letter from the user to cancel the service and user within that period does not take content from the server, EUnet reserves the right to terminate and delete data from the server.

Article 19.

The clause on authority and authoritative jurisdiction

The parties will resolve disputes under this Contract through agreement and in case it is not possible, the subject-matter jurisdiction of the Court of Belgrade is contracted.

In case the Contract is closed with a foreign person, and a version other than the Serbian one also exists in that person's mother tongue, the Serbian version of the Contract will be taken as a standard version for all interpretations.

Article 20.

Contract validity

The Contract becomes valid on the date of signing the Contract on the part of both parties.

The Contract is concluded for a period of one year starting from the service activation date. After the termination of the first contracted period, the Contract is automatically prolonged for an indefinite validity period. The Contracting Parties may terminate this Contract at any time with a 30 days prior notice.

This Contract is made in four identical copies, two for each party

Basic level of support for Cloud services (SLA 1)

1. Definitions
2. General terms
3. Level of service warranty – service functioning
4. Provider's liability - fee reduction
5. Response time
6. Delivery and EUnet Cloud service acceptance
7. Validation of user applications (complaints)

1. Definitions

In this document we will use following definitions:

- “Cloud Server” –is a virtual server, with an installed operating system and defined hardware resources.
- “Cloud SaaS” –is a product (software or software package) of third parties, with preset functionalities, which is installed on one or more virtual servers.
- “Cloud Application” – is a virtual object, composed of one or more virtual elements (servers) and virtual network elements (gateways, firewall, switch, load balancer, etc.). All the components within an application are connected with each other in accordance with defined functionality.
- “Private Cloud” –this solution is based on the lease of two or more physical servers and the appropriate number of licenses for the Cloud platform.
- “Business hours” –any day of the week (Monday to Friday) which is not a national holiday in Belgrade, Serbia. The usual working day consists of (8) hours, from 9:00 h to 17:00 h.
- “NOC” – Network Operation Centre, Eunet
- “Interruption time” –duration of the interruption is period from the moment when EUnet monitoring systems see the error in system or service till the moment of error resolving.
- “Response time” –period between the creation and resolution of EUnet support ticket, with mandatory verification of the ticket justification required by the user by EUnet technical support.
- “Physical nod” –is a term that stands for a physical server
- “Latency” – the time necessary for an IP packet to arrive from the source point to a reference point and back;
- “The average packet loss” – is the number of packets that do not arrive at their destination, expressed in percents compared to the number of packets sent;

2. GENERAL PROVISIONS

All terms are defined in Contract for the use of a Cloud service which EUnet concludes with the User and / or Terms and conditions, posted on www.eunecloud.com

EUnet provides a basic level of support without charge to all Cloud services. The basic level of technical support includes the following:

- Installation and initial setup of Cloud service;
- Restart Cloud server, Cloud applications and physical servers in Private Cloud;
- The basic problem analysis based on the User application (application correctness in terms of platform, access, basic logs checking, etc.)
- 24x7 Internet connection;
- 24x7 automated monitoring and control of our Data Centres;

For every EUnet Cloud service, the user can enter into a separate agreement for advanced support services, covering everything from specific engineering requirements to maintaining and monitoring the entire Cloud service.

3. Guarantee service level - service functioning

EUnet guarantees for Cloud services on equal terms to all customers who use the service with a basic level of support. Specification of guaranteed service level:

Network

- We guarantee that our network in the Data Centre will be available 99.98% per month, excluding pre-scheduled time for regular maintenance
- The average packet loss
- Latency < 40 ms in Europe, < 85 ms Europe – America i < 75 ms in America. This is for latency to border router.
- When EUnet detects a malfunction, EUnet will notify all customers within 60 minutes, by notification at web site www.eunetcloud.com, www.eunet.rs or by sending an appropriate e-mail.

Data Centre Infrastructure

Under the Data Centre infrastructure, we mean a system power supply, cooling and humidity system and fire alarm system. For infrastructure systems in the Data Centre we guarantee 99.98% per month to be functional, excluding pre-scheduled time for regular maintenance.

Physical node for Cloud services

EUnet is obliged to keep all the physical nodes functional as well as data storage systems, OS and AppLogic Cloud platform that serves EUnet Cloud services. If an error occurs on a physical node we guarantee intervention or repair within four hours of when the problem is identified.

Migration

If the migration of a Cloud server, SaaS Cloud, Cloud Applications or Private Cloud systems is necessary for replacement of the physical node, because of routine maintenance or similar, we will notify you in advance for at least 24 hours prior to such operations. If we estimate that migration is urgent in order to protect your data on servers, we will start this process immediately. In any case, the migration will be completed as soon as possible and in accordance with the complexity of the system and data volumes.

4. Provider`s responsibility - fee reduction

If we fail to meet the above mentioned requirements from given guarantees, we will reduce the next invoice in accordance with escalation rate that is listed here. Reduction will be calculated as a percentage of monthly fee for leased Cloud Service, which was effected during the accounting

month. Apply the following model:

Network: Five percent (5%) of the monthly fee for each hour of interruption for data centre network, up to 100% of the amount of compensation paid by the user;

Data Centre Infrastructure: Five percent (5%) of monthly fee for each hour of interruption for data centre infrastructure, up to 100% of the amount of compensation paid by the user;

Physical nod for Cloud Services: Five percent (5%) of the monthly fee for each commenced two hours of duration of interruption, up to 100% of the amount of compensation that User pays;

5. Response time

The official user request is sent only in writing - an electronic form to the address of the department which has jurisdiction or by phone:

EUnet hosting sales dept, phone: +381 (11) 3305 605, email: sales@eunet.co.rs

EUnet technical support, phone:+381 (11) 202 36 36, email: support@eunet.rs

Response time is defined as period between the receipt of user request till the answer to formal request by the representatives of EUnet. Defined response times are valid for the business hours.

For every, formally submitted user request during business hours, when it comes to:

- The critical case, a response time is 30 minutes. Such cases should also apply by phone to your Account Manager,
- Emergency response time is 60 minutes. The request must indicate that the priority is critical;
- For important case the response time is 4 working hours;
- The case of the standard priority, response time is one business day;

Important note: When reporting problem, make sure to underline the priority (emergency, critical, important, standard). If the priority is not like the actual situation or the escalation of problem, we reserve the right to charge such technical support service at the current price list and that priority will be changed in actual situation.

EUnet-call service is available for you to report problems 24 hours a day, via e- mail: support@eunet.rs or by phone: 0700 300 400

If the request is submitted after 5:00 pm, EUnet representatives will respond to such request the next business day, except if it is a critical case.

6. Delivery and EUnet Cloud service acceptance

The initial date of EUnet Cloud service delivery is considered sending access parameters for Cloud service by EUnet technical support. Access parameters can be sent in written or electronic form by EUnet technical support. The client is obliged to store data for access as confidential and to change the access password he initially receives from the Provider. Otherwise, the Provider is not responsible for security Cloud system and data security.

User, in addition to sending the access parameters, will be contacted by EUnet technical support for verification and testing of Cloud services.

Accepting of EUnet Cloud service by user is considered date when fuser accessed to leased Cloud Service, using the parameters of EUnet technical support.

If the user refuses to accept EUnet Cloud service, the reason for refusal documented and signed, must be forwarded to representatives of EUnet within (3) three days of receipt of the access parameters.

7. Validation of user applications (complaints)

If there is a difference between the claims of user and EUnet technical support regarding problem (complaint) with Cloud services, the procedure provides forming the commission of EUnet's relevant departments and User`s representatives.

This committee will establish the facts based on the real situation evidence that occurred and make the official conclusion, and both sides will respect this.