



Lino Hosting Agreement

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

(2) Summary: The Provider sets up, maintains and gives support for a **server machine** ("Server") suitable for hosting up to [**Count**] Lino applications.

The Server

(3) The Provider decides which technology or third-party provider to use, carries out the initial system and domain name setup.

(4) The Provider ensures that the data is physically stored within the territory of the European Union.

(5) The Provider grants secure shell access (SSH) to the Server to the Client's application developer.

(6) The Client installs and maintains any application software on the Server.

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

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

(9) The Provider ensures [99.8%] **server uptime** during business hours ([Business hours: Mon-Fri 9:00-19:00 Estonian time], except legal holidays in Estonia). [Approximately 365 days – 10 holidays = 355 days, i.e. $355 / 7 * 5 = 250$ business days per year, i.e. 2500 hours per year, $2500 * 0.002 = 5$ hours per year downtime is tolerated.]

(10) Server downtime which exceeds the limit set in this Agreement is compensated **by one day of free services per hour** of downtime.

(11) The Provider upgrades the **system software** when needed at times agreed with the Client in a way such as to cause minimal disruption to operations. The downtime caused by a scheduled maintenance operation is not counted into the agreed limit.

(12) 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.

(13) The Client remains owner of the data stored on the Server. The Provider has no permission whatsoever of using it.

Support

(14) The Provider ensures **technical assistance** to the Client's application developer for problems related to the integration of the application to the operating system,

including but not limited to configuration of mail transfer agent, database and web server.

(15) The Provider declares being able of keeping the Application alive in **stable mode** if the Client decides to stop maintaining the Application.

(16) The Provider ensures **end-user support** to the Client for any problems with the Server.

(17) The Client reports any problems with the Server as soon as possible

(18) The Provider responds to any critical server issue during business hours **within 4 hours** and resolves it as quickly as possible.

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

Service reports

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

(21) Any reported work done by the Provider for this project is to be **paid per hour by the Client** unless it was caused by the Provider's fault.

(22) The Provider writes invoices for hourly work either in advance or afterwards.

Base fee

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

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

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

(26) The base fee is adapted for every invoice according to the **consumer price index** published by the national statistics board in the client's country.

(27) 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.

Disclaimer

(28) 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.

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



(30) 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.

(31) No compensation if it is clearly a case of an outside attack (DDOS or similar). DDOS protection can be bought from third party providers for additional cost covered by the client.

Miscellaneous

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

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

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

(35) 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

(36) 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

(37) This is a confidential agreement signed between the Provider and the Client. Both parties keep it confidential from other parties.

(38) 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: