SaaS Hosting Agreement

V1.2, August 18th, 2014

Between:

Project Open Business Solutions, S.L.
VAT ID: ESB65837809
Calle Aprestadora 19, 12º-2ª
E-08907 Hospitalet de Llobregat (Barcelona)
(*]project-open[,]po[, Supplier*)

For:

<customer>
VAT ID: <customer vat id>
<customer address 1>
<customer address 2>
(<customer>, *Customer*)

Hereinafter referred to as *Parties*

1 Services Provided

]project-open[agrees to provide Customer with SaaS / Hosting services for the]project-open[Product according to the terms and conditions as defined below.

2 Definitions

The exact meaning of terms starting with upper case letters is defined below in this document, in the “]project-open[General Terms and Conditions” document and “]project-open[Service Agreement” document. Together these three documents define the *Terms and Conditions* of this *Agreement* and Customer agrees to abide by the same.

2.1 Administrative Access

Administrative Access or "root" access to the System is limited to]project-open[and its authorized agents. Provider reserves the right to require, at their discretion, software and/or hardware upgrades for the purposes of maintaining security and stability of the services provided.

1. **SERVICES PROVIDED**

Provider agrees to provide the use of **]project-open[** software (hereinafter “System”) to Customer, at the conditions and price agreed upon before the initiation of service as specified in Appendix A. Provider will administer and service said System in accordance with the terms contained herein. Published fees include initial setup and installation services as determined by **]project-open[**.

2. **TERM**

The term of this agreement shall begin on the date the order is completed and continue for a term of no less than 90 days. Thereafter the agreement shall be open-ended, subject to termination in conformity with Section 8 of this agreement.

3. **NETWORK DATA TRANSFER CHARGES**

There shall be no charge for monthly aggregate or daily average network transfer within the allowance of the service, depending on the terms agreed upon at purchase, as measured during any calendar month. Monthly aggregate or daily average network traffic in excess of the pre-arranged allowance shall incur an additional monthly fee, as set in Appendix A. Payment of this fee will be required in order to maintain service. Network traffic shall be measured by **]project-open[** at the sole discretion of **]project-open[**.

4. **USER CONDUCT**

Provider’s services may only be used for lawful purposes. Any use, which violates any local, state, federal, or international laws, which may apply to System, Customer's local jurisdiction, or any jurisdiction that Customer or Customer's site may be subject to is strictly prohibited.

5. INDEMNIFICATION

Customer agrees to indemnify, defend, and hold harmless Provider from any and all liability, penalties, losses, damages, costs, expenses, attorneys' fees, causes of action or claims caused by or resulting indirectly from Customer's use of the System which damages Customer, Provider, or any other party or parties without limitation or exception.

6. TERMINATION

Customer agrees to a minimum term of one year. If contract is canceled by Customer before the agreed minim term, a 200,- Euro cancellation fee applies. After one year either party can terminate this contract for any reason upon 90 days prior written notice of intent to terminate to the other party. Provider reserves the right to terminate this contract without notice at the sole discretion of Provider for the violation of any terms and conditions of this contract. Provider may deny Customer access to a server without notice if Customer engages in any conduct or activities that **]project-open[** in its sole discretion believes to be in violation of any of the terms and conditions of this agreement.

]project-open[shall have no responsibility to notify any third-party providers of services, merchandise, or information, nor any responsibility for any consequences resulting from such discontinuance or lack of notification. Customer agrees that **]project-open[** has the right to monitor the servers electronically and to disclose any information as necessary under the law, or to protect itself from claims by a third party or parties.

7. NO WARRANTIES

Provider makes no warranties or representations of any kind for the services being offered. The service is provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of title, non infringement, or implied warranties of merchantability or fitness for a particular purpose. No advice or information given by Provider or its agents or employees shall create a warranty. Provider provides no warranty that the service will be uninterrupted or error free or that any information, software or other material accessible on the service is free from viruses or other harmful components. Under no circumstances shall **]project-open[** be liable for any direct, indirect, special, punitive, or consequential damages that result in any way from Customer's use of or inability to use the service, or for third parties' use of the service to access Customer's Web content, or to access the Internet or any part thereof, or Customer's or any third parties' reliance on or use of information, services, or merchandise provided on or through the service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance. If Customer is dissatisfied with **]project-open[**' service or any of its terms, conditions, rules, policies, guidelines, or practices, Customer's sole and exclusive remedy is to discontinue using the service.

8. ECPA NOTICE

Provider reserves the right to monitor any and all communications through or with our System. Customer agrees that **]project-open[** is not considered a "secure communications medium" for the purposes of the ECPA and that no expectation of privacy is afforded.

9. CLIENT RESPONISBILITIES

You are responsible for all activity occurring under your User accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. You shall:

i. notify]po[immediately of any unauthorized use of any password or account
or any other known or suspected breach of security;

ii. report to]po[immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by you or your Users; and

iii. not impersonate another]po[user or provide false identity information to gain access to or use the Service.

10. NO INTERFERENCE WITH OPERATION OF SYSTEM

Customer agrees not to maliciously or intentionally interfere with the proper operation of the server and network, including but not limited to defeating identification procedures, obtaining access beyond that which Customer is authorized for, and impairing the availability, reliability, or quality of service for other customers. Customer further agrees not to interfere with the proper operation of other systems reachable through the Internet, including any attempt at unauthorized access. Customer agrees to follow the Acceptable Use Policy of any network or service to which Customer connects.

Customer agrees to adhere to system policies as published online by **]project-open[**, including restrictions on services available, restrictions on certain features, and all other policies designed to protect and enhance the quality and reliability of service by Provider. Customer agrees to abide by any and all future policy decisions by **]project-open[**.

11. ACCOUNT SECURITY

You agree that the security of Customers accounts is solely in Customers responsibility.. You further agree that if you believe the security of one of your account has been compromised in any way, you will notify Provider immediately by email or telephone and in writing by registered mail.

You shall be held fully responsible for any misuse or compromise to your account for which Provider is not properly notified. You agree that if any security violations are believed to have occurred in association with your account, Provider has the right to suspend access to the account pending an investigation and resolution. You also agree that Provider has the right to cooperate in any government or legal investigation regarding any aspect of our services. Any use of our system to engage in software piracy or other violations of law will result in account suspension and be immediately reported to the appropriate authorities.

12. SYSTEM SECURITY

Provider takes reasonable measures to maintain the privacy and integrity of the data and files stored at System as specified in Appendix A. However, Customer acknowledges that 100% security cannot be guaranteed in Internet systems. Provider cannot be held responsible for breaches in the system security, in any form.

13. SYSTEM AVAILABILITY

Provider attempts to provide the Service 24 hours a day, 7 days per week as specified in Appendix A. However, Provider cannot provide 100% availability cannot be guaranteed in the Internet, due to a number of factors including the dependency on the hosting center and system maintenance requirements amongst others. Provider cannot be held responsible for system downtime. Appendix A specifies the details of guaranteed service availability.

14. BACKUP OF DATA

Provider makes daily backups of the Systems databases and files. In the event of a system-wide data loss event, Provider will attempt to replace all System content with the most recent reliable backup, as outlined in the backup policy in Appendix A. However, Provider cannot be held responsible for the files and data stored on the System. Customer agrees to take full responsibility for files and data transferred and to maintain an appropriate backup of files and data.

15. PAYMENT

Customer agrees to supply appropriate payment for the services received from Provider as specified in Appendix A. Customer agrees that all setup and installation fees are non-refundable once setup is completed. Customer agrees to all fee schedules as determined by Provider, included but not limited to fees for upgrades and downgrades, or charges for excessive data transfer as indicated above. If at any time Customer breaches any part of this contract, Customer will be responsible for and will pay any and all of Providers reasonable collections, attorney and court fees and costs incurred by Provider in enforcing this agreement.

The initial payment to be made covers the period from the first day the service will be available until the next payment date. The minimum period charged is 3 months.

Following payments are due upfront for a period of 6 months:

First installment 1: 01st of January for the period January – June
Second installment 2: 01st of July for the period July – December

16. PRIOR AGREEMENTS

This agreement supersedes any written, electronic, or oral communication Customer may have had with Provider or any agent or representative thereof, and constitutes the complete and total agreement between the parties.

17. SEVERABILITY

If any provision of this agreement is determined to be invalid or unenforceable, all other provisions shall remain in full force and effect and said provision shall be reformed only to the extent necessary to make it enforceable.

18. JURISDICTION

This agreement shall be governed by the laws of Barcelona, Spain.

19. ACCOUNT INFORMATION AND DATA

]po[does not own any data, information or material that you submit to the Service in the course of using the Service ("Customer Data").]po[will not reveal, report,

publish, disclose, transfer or otherwise use this data directly or indirectly in any way, except as specifically authorized by the customer.

You, not]po[, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and]po[shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data.

Upon termination for cause, your right to access or use Customer Data immediately ceases, and]po[shall have no obligation to maintain or forward any Customer Data.

Any notice or other communication required herein, shall be in writing and shall be deemed to have been given only when sent by registered or certified mail, return receipt request, addressed to the parties at the name and address indicated below their signatures herein.

20. ACKNOWLEDGEMENT

By continuing to maintain any services with Provider, Customer is stating and acknowledging that Customer has read the aforementioned terms and conditions and that Customer understands such terms and conditions and agrees to be bound by them.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals as of the date first written.

21. General

The parties agree that this agreement is the complete agreement for Services. If any term of this agreement is found to be invalid or unenforceable, the remaining provisions will remain effective.

This Agreement shall be governed by and interpreted in accordance with laws of Spain and the parties hereby submit to the jurisdiction of the Barcelona Courts.

Barcelona, August 18th, 2014

Date:	Date:
Provider: Project Open Business Solutions, S.L. Calle Aprestadora 19, 12º-2ª E-08907 Hospitalet de Llobregat (Barcelona) Spain	**Customer:** <customer> <customer address 1> <customer address 2>
Name and Title:	Name and Title:
_____	_____
Frank Bergmann Managing Director	

Appendix A: Service Level Specifications **"*Standard*"**

"*Standard*" Service Level	**Explanation**	**Service Level Provided**
System Security	• Security threads are most frequently introduced by "software vulnerabilities" by underlying software components such as the Linux operating system or the web server	• Reaction time to security exploits of 24 hours during working days[1]. • Daily operating system updates. Continuous follow-up of SuSE Linux and AOLServer security bulletins
Backup	• The database and the system files need to be copied to a different computer in the case of a major system crash "burning computer"	• Daily backup of database and system files
First-Level Support	• Support for the end-users of the system	• Support will be managed with]po[forum at sourceforge.net
Second-Level Support	• Support to customer employees in charge of providing first-level support	• Support will be managed with]po[forum at sourceforge.net
System Recovery	• A new computer has to be set up after a major system crash and the most recent backup data have to be loaded into the system.	• System Recovery will take typically between 4 and 24 hours on working days, depending on the hosting center reaction time and other circumstances.
Disk Space	• Every customer is allowed to store a certain amount of files on the server.	• 1 GByte of disk space included, €9.95/month for every additional GB started. • Unlimited database space

[1] Working days are Monday - Friday minus bank holidays in Barcelona, Spain

[2] A "named user" is a specific person, specified when closing the support contract

[3] Working hours are Monday through Friday 9:00 – 18:00 during working days

Transfer Volume	• Specifies the monthly volume of files being up- or downloaded from the server.	• 5 GByte of data transfer included, €9,95/month for every GByte/month. • File upload is limited to 2MB/file
Guaranteed “Job Stopper” Incident Reaction Time	• “Job Stoppers” are system errors that make it impossible for the user to continue to use the system such as a system crash etc.	• Best-effort reaction time
Guaranteed “Serious Error” Incident Reaction Time	• “Serious Errors” are system errors that affect the ability to perform important system functionality while part of the system is still available	• Best-effort reaction time
Guaranteed “Minor Error” Incident Reaction Time	• “Minor Errors” are errors that affect system functionality that are not essential to the daily operations	• Best-effort reaction time
System Monitoring	• The productive servers are monitored using “Big Brother”, a solution for system monitoring (http://www.projop.com/bb/)	• 24/7 monitoring with SMS to the system administration team
System Performance	• System performance measures the time that the system needs to reply to web requests	• No performance guaranteed. However, the server should deliver simple pages within 2-3 seconds.

Appendix A: Service Level Specifications "*Professional*"

"*Professional*" Service Level	**Explanation**	**Service Level Provided**
System Security	• Security threads are most frequently introduced by "software vulnerabilities" by underlying software components such as the Linux operating system or the web server	• Reaction time to security exploits of 24 hours during working days[2]. • Daily operating system updates. Continuous follow-up of SuSE Linux and AOLServer security bulletins
Backup	• The database and the system files need to be copied to a different computer in the case of a major system crash "burning computer"	• Daily backup of database and system files
First-Level Support	• Support for the end-users of the system	• No first-level support
Second-Level Support	• Support to customer employees in charge of providing first-level support	• One hour 2nd Level support by email to one "named user"[3]
System Recovery	• A new computer has to be set up after a major system crash and the most recent backup data have to be loaded into the system.	• System Recovery will take typically between 4 and 24 hours on working days, depending on the hosting center reaction time and other circumstances.
Disk Space	• Every customer is allowed to store a certain amount of files on the server.	• 2 GByte of disk space included, €9.95/month for every additional GB started. • Unlimited database space
Transfer Volume	• Specifies the monthly volume of files being up- or downloaded from the server.	• 10 GByte of data transfer included, €9,95/month for every GByte/month.

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[2] A "named user" is a specific person, specified when closing the support contract

[3] Working hours are Monday through Friday 9:00 – 18:00 during working days

		• File upload is limited to 2MB/file
Guaranteed “Job Stopper” Incident Reaction Time	• “Job Stoppers” are system errors that make it impossible for the user to continue to use the system such as a system crash etc.	• Best-effort reaction time
Guaranteed “Serious Error” Incident Reaction Time	• “Serious Errors” are system errors that affect the ability to perform important system functionality while part of the system is still available	• Best-effort reaction time
Guaranteed “Minor Error” Incident Reaction Time	• “Minor Errors” are errors that affect system functionality that are not essential to the daily operations	• Best-effort reaction time
System Monitoring	• The productive servers are monitored using “Big Brother”, a solution for system monitoring (http://www.projop.com/bb/)	• 24/7 monitoring with SMS to the system administration team
System Performance	• System performance measures the time that the system needs to reply to web requests	• No performance guaranteed. However, the server should deliver simple pages within 2-3 seconds.

3 Appendix A: SLA Definition for Support Options

Service Level	**Basic**	**Silver**	**Gold**	**Enterprise**
Support Features				
Preventive maintenance	✓	✓	✓	✓
Installation of]po[security patches	✓	✓	✓	✓
Bug fixing	✓	✓	✓	✓
Upgrade to released versions			✓	✓
Support Delivery				
Email support	✓	✓	✓	✓
Help desk support	✓	✓	✓	✓
Phone/chat support		✓	✓	✓
Personal support contact				✓
Support Staff	Support Engineer	Support Engineer	Senior Engineer	Dedicated Engineer
Supported versions	Stable Version	Stable Version	Released Version	Customized Version

Support Parameters				
Guaranteed reaction time for "job stoppers"	Best effort	48h	12h	8h
Guaranteed reaction time for "serious errors"	Best effort	Best effort	24h	12h
Guaranteed reaction time for "minor errors"	Best effort	Best effort	Best effort	24h
Guaranteed reaction time for "Bug requests"	Best effort	Best effort	48h	24h
Service hours	8h/5d	8h/5d	8h/5d	12h/6d
Included service hours per month	0.5	1	2	4
Monthly Price	€125	€250	€450	€950
Price of a single additional service hour*	€175	€175	€175	€175