

## Contract in the provision of hosted software services

### Contract sides

1. **Formatura d.o.o.** based in st. Omladinskih brigada 152/23, Belgrade, Republic of Serbia, PIB 107814084, ID number 20877154 (hereinafter "**Service Provider**"); and
2. **Client** - Client data are listed in Annex 1 to this Agreement (hereinafter referred to as the "**Client**");

### 1. Definitions

1.1 Unless expressly stated otherwise, in this Agreement:

"**Account**" means an account that allows a person or persons to access and use Host Services, including administrator and user accounts

"**Agreement**" means this Agreement, with all Annexes and Annexes;

"**Working day**" means a working day (Monday to Friday) other than public holidays;

"**Opening hours**" means the time from 09:00 to 17:00 on weekdays;

"**Fees**" are the following amounts:

(a) the amounts specified in point. 3 Annex 1 (Host Services Specification)

(b) amounts possibly subsequently agreed in writing; and

(c) amounts obtained by multiplying the standard prices of working hours (expert hours) by the number of hours spent on the provision of support services, which are subject to special requests of the Client, and are not covered by the regular amount from item. 3 Annex 1

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**"Client Confidential Information"** means any information provided by the Client (orally, in writing or in any other way) to the Service Provider during the term of this Agreement, which is marked as confidential or is intended to be confidential.

**"Client Data"** means all data, works and materials provided to the Service Provider by the Client and used for processing and posting on the Platform, which are posted on the Platform by the Client and generated on the Platform as a result of the Client's use of Hosted Services.

**"Documentation"** means the documentation on the Hosted Services provided by the Service Provider to the Client (or provided to the Client).

**"Force majeure"** means a future uncertain circumstance which could not have been foreseen and, when foreseeable, could not have been prevented, ie an event or series of events beyond the control of the Contracting Parties including, but not limited to: problems and interruptions in internet connections and other public telecommunications networks, hacker attacks, DOS attacks, virus or other malicious software attacks, power outages, changes to the law to the detriment of contracting parties, administrative measures and restrictions (various prohibitions, eg imports, exports, etc.) natural disasters and catastrophes, explosions, floods, terrorist attacks, states of war, etc.

**"Hosted Services"** means the E-Learning Platform, described in the Host Services Specification, which will be made available to the Client on the Internet in accordance with this Agreement.

**"Hosted Service Defect"** means a defect, error, or anomaly in the Platform that produces an undesirable result in the operation or appearance of the Hosted Services that does not include defects, errors, or anomalies caused by:

- (a) by mistake or oversight by the Client
- (b) misuse of the Platform or Hosted Services by the Client or any person authorized by the Client
- (c) failure of the Client to fulfill an article of the Agreement
- (d) incompatibility of the Platform or Host Services with other systems, networks, applications, hardware or software not listed as compatible in the Host Services Specification

**"Host Services Specification"** means the Platform and Host Services Specification given in item. 1 Annex 1 (Host Services Specification);

**"Intellectual property rights"** means all intellectual property rights without territorial limitations, whether or not they can be registered, whether registered including applications or rights to rights applications (intellectual property rights include copyright and related rights, rights industrial property, database rights, confidential information, business secrets, know-how, business unit names, brands, logos, patents, etc.);

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**"Maintenance Services"** means the general maintenance of the Platform and Host Services as well as the implementation of upgrades and new versions;

**"Platform"** means the platform maintained by the Service Provider for the purpose of providing Host Services including application software, database, system and server software as well as the relevant hardware on which the Host Services are run;

**"Attachment"** means any attachment made in writing signed by both parties, which forms an integral part of this Agreement and is designated as such;

**"Services"** means the service or service provided by the Service Provider to the Client, or has an obligation to provide to the Client under this Agreement;

**"Support Services"** means the support provided by the Service Provider to the Client in the use of Host Services as well as the elimination of possible errors, the scope and level of which is specified in point. 6 Annex 1.

**"Supported Internet Browser"** means an updated version of Microsoft Internet Explorer 11, Microsoft Edge, Mozilla Firefox, Google Chrome or Apple Safari, or any other browser that the Service Provider indicates in writing as supported;

**"Update"** means making a change or updating of the Platform's software to a lesser extent.

**"Upgrade"** means major changes to the Platform's software that constitute an upgrade to the Platform.

## 2. Subject of the contract

2.1 The subject of the Agreement is the provision of hosted software services to the Client by the Service Provider, described in more detail in point. 1 of Annex 1 which forms an integral part of this Agreement.

## 3. Entry into force and duration of the contract

3.1 This Agreement shall enter into force on the date of signature of Annex 1.

3.2 This Agreement is concluded for the period defined in Annex 1. The Agreement may be terminated in the event of termination of the Agreement, in accordance with the provisions of Article 18. of this Agreement.

## 4. Hosted services-use

4.1 The Service Provider will create a user account for the Client on the Platform and enable him to access the Hosted Services by assigning the appropriate access parameters.

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4.2 The Service Provider gives the Client the non-exclusive right to use the Hosted Services for its own needs through supported Internet browsers.

4.3 Use of Hosted Services from Art. 4.2. has the following restrictions:

Host services may be used only by persons authorized by the Client (eg employees, associates, course participants, subcontractors and other persons who have entered into a certain arrangement with the Client on the use of Host Services)

4.4 The right to use the Platform and Hosted Services by the Client, and in accordance with Article 4.2 of the Agreement is subject to the following restrictions and prohibitions,

(a) Client has no right to resell (sublicense) or otherwise make the Platform and Host Services available to third parties as a service provider, except in terms of using the Client's content on the platform;

(b) Client has no right to re-distribute any content from the Platform and Host Services (other than content belonging to Client);

(c) Client has no right to make any changes to the Platform;

4.5 The Client undertakes to ensure the confidentiality of access administrator parameters in order to prevent unauthorized access to the Platform;

4.6 The Service Provider will make every effort to ensure the smooth operation of the Client's Platform and Host Services but does not guarantee 100% availability;

4.7 In order to eliminate any doubts, service interruptions caused directly or indirectly by any of the following reasons shall not be considered a breach of this Agreement:

(a) Force majeure;

(b) an interruption or problem in the functioning of the Internet or any other public telecommunications network;

(c) a malfunction or problem in the functioning of the Client's IT resources (computers, network infrastructure, etc.);

(d) any breach of this Agreement by the Client; or

(e) scheduled and announced maintenance to be performed in accordance with this Agreement.

4.8 The Client must not use the Hosted Services in a way that would cause or could cause damage, irregularities in the operation or access to the Hosted Services, as well as in a way that is not in accordance with applicable laws or which harms third parties.

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4.9 For further clarification, the Client has no right to change or access the source code of the Platform software, during the term of this Agreement, as well as after its termination.

4.10 The Service Provider has the right to disable access to the Platform and Host Services to the Client and its users if the Client is late with the payment to the Service Provider for more than 30 days.

4.11. The Client undertakes to comply with the terms and conditions of use of hosted services valid at the time of concluding this Agreement during the execution of this Agreement.

## 5. Service maintenance

5.1 The Service Provider undertakes to provide the Client with the maintenance services of the Hosted Services for the duration of this Agreement.

5.2 The Service Provider shall promptly and whenever possible notify the Client of scheduled maintenance that may cause interruptions or difficult operation of the Hosted Services.

5.3 The Service Provider will promptly notify the Client of new versions and changes to the Platform, as well as of any changes in security procedures.

## 6. Technical support service

6.1 The Service Provider undertakes to provide the Client with the technical support services of the Hosted Services during the term of this Agreement, at the level specified in point. 6 Annex 1.

## 7. Client Data

7.1 The Client authorizes the Service Provider to copy, reproduce, publish, distribute, export, adapt, modify and translate the Client Data to the extent necessary to provide services to the Client, which are covered by this Agreement. The Service Provider has the right to hire subcontractors who also have the right to use the Client's data in the same way as the Service Provider, and exclusively for the purpose of ensuring the operation of the Platform and Host Services.

7.2 The Service Provider shall keep the Client's data on the Platform for at least 6 (six) months after the termination of the Agreement so that the Client can continue to use them without hindrance if he decides to reactivate the services described in this Agreement.

## 8. Non-transferability of intellectual property rights

8.1 The Agreement shall not have the effect of granting or transferring any intellectual property rights from the Service Provider to the Client or from the Client to the Service Provider.

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## 9. Fees and payments

9.1 The Client undertakes to pay the price to the Service Provider in accordance with item 3 of Annex 1 for the services provided in more detail described in Article 2.1 and item 1 of Annex 1.

9.2 All amounts of fees are stated without VAT. In case the Service Provider registers in the VAT system, the amount of the fee will be increased by the amount of VAT, which will be specially marked when issuing the pro forma invoice and / or invoice.

9.3 The Service Provider shall issue invoices to the Client in accordance with item 3 of Annex 1, and the Client undertakes to make all payments in the manner and within the deadlines specified in item 4 of Annex 1 to the account of the Service Provider specified in item 4 of Annex 1.

9.4 If the Client fails to pay the due fees in a timely manner under this Agreement, in addition to the principal, he also owes legal default interest.

## 10. Confidentiality clauses

10.1 The Service Provider is obliged to: (a) keep confidential all confidential information and data of the Client and use it only for permitted and approved purposes; (b) not to make the Client's confidential information available to third parties, without the written consent of the Client and under the conditions specified in the consent.

10.2. Notwithstanding the restrictions from Article 12.1. The Service Provider may make available the Client's confidential data to its employees, associates and subcontractors for the purpose of providing services under this Agreement, with whom a confidential data protection agreement has been signed or is obliged to do so by the profession.

10.3 The service provider is released from the obligations arising from Article 12.1. of this Agreement, in relation to the Client's confidential information which: (a) was known to the Service Provider prior to the signing of this Agreement and is not subject to the obligation of confidentiality; (b) become generally known without the act or error of the Service Provider;

10.4 The service provider is not bound by the confidentiality clause from Article 12.1. Contract, and he is obliged to disclose or submit information about the client, at the request of the court and / or other state body, as well as in other cases provided by law.

10.5 Provisions of Art.12. remain in force after the expiration of this Agreement, for a period of 5 (five) years, after which period it will cease to be valid.

## 11. Data protection

11.1 The Client confirms that he is authorized to make available to the Service Provider all personal data that he de facto makes available to the Service Provider for the purpose of providing services

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subject to this Agreement, and that the processing and processing of such personal data by the Service Provider is not in conflict. is in accordance with the Law on Personal Data Protection ("Official Gazette of RS", No. 97/2008, 104/2009 - other law, 68/2012 - decision of the US and 107/2012) and others. laws.

## 12. Other rights and obligations of the contracting parties

12.1 The Service Provider shall act professionally, responsibly and in accordance with the positive regulations of the RS during the execution of this Agreement.

12.2 The Service Provider undertakes to the Client:

(a) Platform performance and hosted services will be in accordance with the Hosted Services Specification

(b) That the Hosted Services will function properly

(c) That upgrades and changes to applications and platforms will not cause defects in hosted services

(d) That the platform will be adequately protected from viruses and other malicious programs

(e) That the platform has security mechanisms in accordance with good business practice.

12.3 If the Client, using the Hosted Services, in any way infringes anyone's intellectual property rights, the Provider has the right to take the following actions:

(a) modify the Hosted Services so as not to infringe intellectual property rights or;

(b) warn the Client to use the Hosted Services in accordance with this Agreement

## 13. Warranty Limitations

13.1 The Client is aware of the fact that complex software may always have certain imperfections, irregularities and malfunctions, including but not limited to security imperfections and vulnerabilities, and in accordance with other provisions of this Agreement, the Client is aware that the Platform and Hosted Services they may possess certain imperfections, irregularities and errors.

## 14. Limitations and Exclusions of Liability

14.1 Neither Contracting Party shall be liable to the other Contracting Party in cases of force majeure.

14.2 The Service Provider cannot be held liable to the Client for cases of business losses and unrealized savings.

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## 15. Cases of force majeure

15.1 If either party is unable to perform a contractual obligation due to force majeure (other than obligations relating to the payment of services), that obligation shall be deferred until the termination of force majeure.

15.2 In cases of force majeure, which may affect the performance of contractual obligations, the Contracting Parties are obliged to:

- (a) inform the other Contracting Party as soon as possible; i
- (b) inform the other Contracting Party of the expected duration of the interruption in the performance of the contractual obligations

15.3 The contracting party whose performance of contractual obligations is endangered due to force majeure is obliged to take reasonable measures to mitigate the action of force majeure on the performance of contractual obligations.

## 16. Termination of the Agreement

16.1 Both parties have the right to unilaterally terminate this Agreement by sending a written notice of termination to the other party with a notice period of 30 days (starting from the date of receipt of the notice)

## 17. Consequences of termination

17.1 Termination of this Agreement does not terminate the obligations of the contracting parties arising from this Agreement, until the termination.

17.2 In the event of termination of the contract, the Client is obliged to pay all debts and fees for services rendered to the Service Provider before or at the same time as sending the written notice of unilateral termination.

17.3 The Service Provider reserves the right to claim compensation for material damage caused by a unilateral termination by the Client, which termination is not caused by the fault of the Service Provider.

## 18. Correspondence and communication

18.1 Each Party shall designate one or two persons for communication and correspondence between the Contracting Parties in connection with the performance of this Agreement.

18.2 All communication and correspondence between the contracting parties will be done in writing by sending e-mails during working hours.

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18.3 In case of change of persons for communication and correspondence, each contracting party is obliged to notify the other party of the change at least 24 hours in advance.

## 19. Subcontracting

19.1 The Service Provider has the right to hire subcontractors for the purposes of fulfilling the obligations under this Agreement.

19.2 The Service Provider is responsible for the performance of all its obligations under this Agreement, as well as for those entrusted to the subcontractor.

## 20. Final Provisions

20.1 Amendments to this Agreement are possible only in writing by concluding the Annex to this Agreement.

20.2 Assignment of this Agreement to a third party is possible only with the written consent of the party remaining in the Agreement.

20.3 This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and consequently concluded agreements of the parties with respect to the same subject matter.

20.4 The provisions of the Law on Obligations and other applicable regulations of the RS shall apply to all matters not regulated by this Agreement.

20.5 In the event of a dispute, the parties shall agree on the jurisdiction of the competent court in Belgrade.

20.6 The Contracting Parties have read the Agreement, and agree to it by confirming their signature on this Agreement.

20.7 This contract is made in 4 identical copies, two for each contracting party, each of which has the meaning of the original.

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