

# 1. Terms of Service Level

## 1.1. Service Level

1. The Customer, upon entering into a contract with the Contractor, selects the desirable Service Level (hereafter, SL).
2. The SL Fee is established as part of the overall subscription fee of the Customer System, which is calculated as a sum total without any discounts of the HansaWorld licence fee and subscription fee of the Contractor's solutions (hereafter referred to as the Subscription Fee).
3. The Contractor is entitled to revise the SL Fee once a month according to modifications of the configuration of the Customer's HansaWorld licences, or configuration of the Contractor's solutions.
4. The Service Level prescribes the following rights and obligations to the Customer:
  - Right to obtain the SL Discount from the Service Invoice for the period expressed as part of the SL Fee during the period.
  - Right to obtain free performance evaluation of the use of the System, if such is prescribed for SL.
  - Right to request the Contractor's response to requests placed under procedure set out in the present terms, within the Response Time prescribed for SL.
  - Right to contact the Contractor's representatives on the phone during the working hours of the Support prescribed for SL.
  - Right to receive services for the reduced service fee established in the service pricelist.
  - Right to hold an hour long free of charge status meeting once per SL period, if customer SL includes this option.
  - Obligation to make payment of the relevant SL Fee expressed as part of the current HansaWorld Subscription Fee for the Customer.
5. The Contractor offers the following Service Levels:

Service level	Start	Basic	Standard	Business
Amount of SL fee	0%	10%	20%	60%
Minimal monthly fee of SL	0 EUR	10 EUR	30 EUR	100 EUR
Amount of SL Discount	0%	0%	50%	60%
Consulting Fee	Standard	Reduced	Reduced	Reduced
Working hours of the support	Weekdays 9:00 - 17:00	Weekdays 9:00 - 17:00	Weekdays 8:00 - 18:00	All days 8:00 - 20:00
Response time	2 working days or 16 working hours	1 working day or 8 working hours	4 working hours	2 working hours
Free status meeting	Not included	Not included	Included	Included
Free performance assessment of the system	Not included	Included	Included	Included

6. The working day conforms to the calendar of working days set out in the law of the Republic of Latvia.

## 1.2. Response Time

1. The response time depends on the working hours of SL Support.
2. The response time is recorded only when the responsible person of the JIRA Issue is one of the Contractor's representatives.

3. Recording of the response time shall be resumed every time when the Customer assigns it to the Contractor.
4. During estimation of the issue's evaluation and solution thereof, as well as during the time when the claimed prepayment is not received, recording of the response time is suspended.

### 1.3. Description of Services

1. For the purpose of the present terms the consultation service shall mean consulting about the software, its adaptation, system development and other issues at the Customer's discretion.

### 1.4. Status meeting

1. If chosen SL level includes status meetings both customer and consultant have the right to offer a status meeting to discuss current status of the system, open and planned tasks and other pressing matters.
2. If customer or consultant can not agree on a suitable time for the meeting it is postponed to the next SL period.

## 2. Terms of applying for Consultation Service, establishing Scope and Solution

### 2.1. Customer's Representatives

1. The Services are provided on the basis of the Customer's request (hereafter, the Issue), which is placed in the issue tracking system (hereafter, JIRA).
2. The call can be placed by any representative of the Customer.
3. The Customer is obliged to procure as low a number of the Customer's representatives as possible, to the extent possible, so to reduce likelihood of repeated provision of the services.
4. The Customer is obliged to appoint one or more responsible representatives of the Customer who would have the authority to make a decision on necessity of the Issue, suitability of the proposed solution, approval of the solution, and budget for the services.
5. The responsible representatives of the Customer are registered with the JIRA Issues prescribed therefore (type **Project Manager**, status **Active**).
6. The Customer is entitled to revoke the current responsible representatives of the Customer (status **Closed**).
7. The Customer is obliged to monitor the status of the Customer's responsible representatives with JIRA and rights to represent the Customer.

### 2.2. Creation of the Issue

1. The Issue can be created in the following forms:
  - The Customer's representative who is already a JIRA user shall establish the JIRA Issue in the Customer Account website [services.burti.lv](https://services.burti.lv);
  - The Customer's representative sends an email to [support@burti.lv](mailto:support@burti.lv), which automatically creates the JIRA Issue;
  - The Customer's representative places a call by phone or orally. In such case the Contractor creates the JIRA Issue on behalf of the Customer's representative.
2. For the Contractor to approve the Issue, at least the following parameters of the Issue need to be known:
  - First name and surname of the Customer's representative
  - Customer's name
  - Title of HansaWorld or the Contractor's product
  - Undertaking of the Issue in case the Customer uses HansaWorld at different undertakings
  - Comprehensible description of the Issue
3. In case this information is not specified, the Contractor reserves the right not to approve the Issue for performance. It will be delivered to the Customer or the Customer's representative, who has placed the Issue for the purpose to update the necessary information.
4. If the Customer's representative does not have JIRA user, it will be created automatically or manually by notifying thereof to the specified email of the Customer's representative.

5. A unique identifier is allocated to the Issue, which is used upon administration of the Issue's updates, status, responsible persons, priorities, and other parameters, as well as for the purpose to assess working hours, records and payments.
6. The Issue shall be deemed created, if it has the status **Waiting for support** or **Open**, and it is assigned to the Contractor's representative.
7. The obligation of the Customer's responsible representative is to frequently perform tracking of the Issues placed by the Customer's representatives in JIRA, and in case of questions or claims immediately discuss it with the Contractor.

### 2.3. Estimate of the Timeline for Solution of the Issue

1. The Issues where the estimated time necessary for solution does not exceed minimum time-keeping Interval shall be solved without additional coordination with the Customer. The Interval is set at **30 minutes**.
2. The Issues where the estimated time necessary for solution exceeds the set Interval are sent to the Customer's responsible representative along with assessment of the estimated time (hereafter, the Estimate) and proposed Performance Time for approval, using the issue tracking system JIRA (status **Estimated**).
3. The Estimate shall not be deemed a fixed assessment of the scope of work, and may change in the course of work due to objective reasons.
4. In case such deviation exceeds 10% of the Estimate approved by the Customer, the Contractor's representative shall promptly inform the Customer.

### 2.4. Approval of the Estimate

1. The Customer's responsible representative is obliged to approve the Estimate and the Performance Timeline within **14 days** (status **Estimate Accepted**) or decline (status **Closed**, solution **Won't fix**).
2. If within **10 days** as of submission of the Estimate the Estimate is not approved, an automated reminder is sent to the Customer thereon in JIRA.
3. If the Estimate is not approved by the set deadline, it is automatically declined (status **Closed**, solution **Won't fix**) with a possibility to reopen (status **Open**, assigned to the Contractor).
4. If the Customer approves the Estimate (status **Estimate Accepted**), then the work on the Issue is commenced within Performance Timeline or the timeline set out for the Customer's Service Level.
5. If the Customer has objections to the planned Performance Timeline, then, upon agreement between the Parties an understanding is reached about time acceptable to the Parties. If no understanding is reached, the Issue is closed (status **Closed**, solution **Won't fix**).

### 2.5. Solution and Delivery of the Issue

1. In case of additional questions that have arisen during the course of performance of the Issue (status **In Progress** or **Waiting for support**) the performance can be suspended (the person in charge is replaced by the Customer's representative), while the necessary additional information is received (the person in charge is replaced by the Contractor's representative). In such case it may have impact on the Performance Timeline of the Issue.
2. If the Issue is related to changes in the code, it shall be transferred to the programmer after preparation of the modifications (status **Ready for code review**), who verifies conformity of the code to the quality guidelines (status **Code review**).
3. After performance of the Issue the solution is delivered for internal quality control (status **Ready for testing**) and testing is carried out in the Contractor's or Customer's system (status **Testing**).
4. If the code or solution does not conform to requirements, it is returned for elimination of identified deficiencies (status **Reopened**).
5. In case of performance of the Issue it is delivered to the Customer's representative for verification (status **User acceptance**).
6. As of delivery of the Issue's solution the Contractor places it on the test server, if such is available to the Contractor, or delivers otherwise, for example, in a form of instructions and/or source code.

### 2.6. Acceptance of the Issue

1. The Customer's task is to verify the solutions of the Issue within **5 days**, and in case of satisfactory result accept it (status **Ready for Deploy**).
2. If during the course of verification questions arise how it operates or about details of the solution, the Customer shall return the Issue to the Contractor with specific queries.
3. If specific deficiencies are discovered in the course of verification, the Customer shall record the deficiencies along with all required information in a form of screenshot, video recording, data samples, and reopens the Issue (status **Reopened**) by delivering it to the Contractor.
4. If no specific objections are expressed or questions raised within the set timeline the Issue is automatically deemed accepted (status **Auto Accepted**).

## 2.7. Deployment of the Issues in the Production Environment of the System

1. The accepted and automatically accepted Issues which are to be deployed in the System's Operational Environment shall be respectively flagged by the Customer's representative (moved to status **Ready to deploy**) and assigned to the Contractor.
2. The Contractor shall from time to time deploy one or more solutions of the Issues flagged by the Customer in JIRA into the System's Production Environment (status **Deployed**) and assign thereof to the Customer's representative.
3. The Customer's representative, having ascertained correctness of deployment of the solution of the Issue, closes them (status **Closed**) within **30 days** as of deployment in the Operational Environment.
4. If no specific objections are expressed or questions raised within the set timeline the Issue is automatically deemed accepted and closed (status **Closed**).
5. If specific deficiencies are discovered in the course of verification, the Customer shall record the deficiencies along with all required information in a form of screenshot, video recording, data samples, and reopens the Issue (status **Reopened**) by assigning it to the Contractor

## 2.8. Payment Procedure

1. The Contractor issues the Service Invoice in the beginning of the month for the works accepted in the previous month.
2. The Contractor may issue the Service Invoice at another time as well, if the Parties agree thereon.
3. The Contractor may issue an advance invoice for 50% or less pro rata share of the overall Estimate of the Issue. In such case the work is not commenced until payment of the Advance Invoice. After identifying the due date of the Advance Payment the Customer may have new Performance Timeline of the Issue offered.
4. If the Service Invoice includes the Issues for which the Advance Invoice is paid up, all or part of the advance payment will be deducted from the amount of the Service Invoice.
5. If the Service Invoice has residual amount payable, and the Customer's Service Level prescribes the SL Discount on the Services, then it will be applied to the residual amount of the Service Invoice.
6. The amount of the SL Discount in cash is calculated as the pro rata share of the SL Discount granted for the Service Level from the SL Fee paid for the period.
7. The SL Discount may be applied to several Service Invoices until the overall amount of the SL Discount for the specific period is used up.
8. The SL Discounts do not accrue, and shall not be postponed to subsequent periods.

## 3. Terms of HansaWorld Cloud Services

### 3.1. Scope of Cloud Service

1. For the purpose of the present terms, the Cloud Services include hosting of HansaWorld server on a shared or dedicated virtual server, provision of monitoring and backup copies.
2. The Contractor and the Customer agree on the relevant volume or capacity of Cloud Services necessary for the needs of the Customer's HansaWorld system (hereafter, the System).
3. According to the arrangement of the Parties the Customer's System can be hosted either in dedicated or shared resource.
4. In case of shared resource the performance of the Customer's System can be affected by activities of other Systems using this resource.

5. If necessary, the Contractor may change (shift from the shared resource to dedicated one, or increase the capacity of dedicated resource) the type of the hosting resource of the System.
6. The Customer's responsible representative, upon creating the relevant JIRA Issue, may ask to change the type or scope of System hosting resource. Changes are made after approval of the Contractor is obtained for such changes and upon agreement of the Parties.
7. The Contractor undertakes to procure operation of the resources necessary for operation of the System and connection to the Internet.
8. Before calling in about problems with access to the Cloud Service the Customer's representative is obliged to ascertain sufficient connection to the Internet.

### **3.2. Provision of Cloud Services**

1. The Contractor shall connect the Cloud Service selected by the Customer after payment of the invoice for the first period of services.
2. The Contractor is entitled to disconnect access to the Cloud Service, if the Customer delays payment of the invoice for more than **10 days**.
3. If, in case of disconnection of the Access, the Customer makes the payment in full within **5 days**, the Contractor resumes operation without additional charge within **2 working days**.
4. If the payment is not made within **5 days** as of the time of disconnection of the Access, the Contractor has the right to disconnect the Cloud Service without guarantees as to preservation of the hosted data of the Customer.
5. If after performance of the obligations the Customer wishes to resume the Cloud Service, the Contractor carries out it for additional connection fee within **5 working days** after payment of the service and connection fees.

### **3.3. Monitoring Operation of the System**

1. The Contractor performs monitoring of various parameters of operation of the System (such as processor or memory load, availability of memory space, etc.) at its own discretion.
2. In case of problems or as preventive measure the Contractor shall, on its own or, if necessary, obtaining prior approval of the Customer, perform necessary activities to normalize operation of the System.
3. To the extent possible, the Contractor tries to handle the System resources so not to interfere with the Customer's work.
4. In case of stoppage of the System or its hosting resource, the Contractor undertakes to prioritize performance of measures necessary for resumption of operation of the System.
5. Other Issues related to hosting shall be performed in line with the effective Service Level.

### **3.4. Backup Copies**

1. The Contractor shall monitor making of backup copies in a technically compartmented storage; however, shall not verify their completeness and content.
2. The Contractor, to the extent possible, shall provide the Customer with access to copies of texts from the database of **last 30 days**, upon a relevant request of the Customer's responsible representative.

## **4. Data use and protection terms and conditions**

### **4.1. Basic rules of data processing**

1. The Client, while using the Contractor's provided Services, at its own discretion may process the data of identified or identifiable private persons (hereinafter "Personal data"). In respect to Personal data, the Client is the data controller who determines the target and purpose of Personal data processing, as well as the fact whether the Contractor (the established system users for its employees) has access to Personal data (the Client shall also determine for what processing activities, what types of data and data subject categories access is granted).
2. In case if the Contractor does not have access to Personal data, the Contractor shall provide the agreed Services by ensuring respective technical and information technology resources but without accessing and processing the Personal data accessible to the Client.

3. Without a Client's approval expressed in writing or in JIRA, the Contractor has no access rights to the data included in the Client's System or the data bases used.
4. In case if the Client has granted access to data to the Contractor, the Contractor shall use it for the determined purposes (System maintenance, performance of tasks, ensuring and improvement of services), as well as the Contractor in this case is deemed to be the data processor. Section 4.2 of the Service provision terms and conditions shall refer to the Contractor if he is considered to be a Personal data processor in accordance with the terms and conditions of this section.
5. The Client undertakes to inform the Contractor on preliminary basis if protected Personal data are being processed within the framework of provided Services by indicating whether the processing may cause high risk for private persons' rights and freedoms.
6. The Client undertakes, when using the Contractor's provided services, to process only legally obtained data and process them in lawful manner, i.e., according to the General data protection regulation, if applicable. The Contractor is entitled to request approving information and documents, which evidence performance of Client's duties described in this section and the Client undertakes to submit such to the Contractor immediately after receipt of a request.
7. The Client undertakes not to submit and not to request to the Contractor processing of such Personal data, which have not been collected in lawful manner or whose processing does not correspond to the target notified to the data subject.
8. The Client is responsible to ensure that the access details passed at his disposal would be confidential, steps would be taken against unauthorized disclosure of data and access details and that the Client's established users would have undertaken to comply with confidentiality requirement and would be authorized to perform activities with the data in the Client's name within the framework of Contractor's provided services.
9. Data processing carried out within the framework of services (including automated order, storage, etc.), which is carried out with the Contractor's technological resources or with the Contractor's created or maintained software, but within which the Contractor may not access to the data and where data processing is initiated and determined by the Client, does not create a data processing status for the Contractor.
10. The Parties shall ensure that the persons who are authorized to process data have undertaken in writing to observe confidentiality or that they have received a respective instruction to observe confidentiality.
11. Each Party undertakes to train their employees regarding data protection issues in respect to the Personal data being at the Client's and Contractor's disposal.
12. The Parties in their activities undertake to comply with the General data protection regulation and applicable legislative enactments by ensuring adequate Personal data protection.

## **4.2. Rights and obligations of the Parties during data processing**

1. The Contractor is obliged to provide proper technical and organizational measures in order to ensure that during provision of Services the technical and information technology resources would correspond the expected and adequate safety requirements and would comply with the General data protection regulation, including protection of Personal data from accidental or illegal destroying, or unintentional loss.
2. The Client shall ensure that proper technical and organizational measures are taken in such a manner that the requirements of the General data protection regulation are met and the rights of data subject are observed.
3. The Contractor undertakes not to transform the Personal data unless the Client or its authorized person has issued such an assignment, or it arises from the Agreement. Any such Contractor's performed transformation of Personal data shall be recorded by the Contractor.
4. The Contractor during the period of Agreement (or a shorter period if prescribed in the Contractor's data processing procedure) shall store the electronic audit records about all Contractor's performed Personal data processing activities with the data received within the Service framework.
5. The Contractor may process, including the use and preparation of Personal data, solely for the Personal data processing target set forth in the Agreement, or according to the Client's instructions. Client's instructions are not binding on the Contractor if they are contrary to the terms and conditions of Agreement and the Parties have not agreed on amendments to the Agreement.
6. The Contractor may attract other processing persons in the provision of Services only if data confidentiality is ensured, or if the Contractor's cooperation partners do not have access to the Client's saved Personal data. The Client is entitled to receive information about the Contractor's cooperation partners who have access to Personal data within the framework of provision of Services.

7. If agreed between the Parties, the Client may request to make accessible material information which is necessary to confirm that during provision of Services the Contractor performs all requirements of the laws and in order to allow the Client to carry out audits and due diligences about the safety of performed Personal data processing.
8. In case if the Client at its own expense carries out an audit of data processing processes, the Contractor in reasonable time shall provide explanations and information about data processing processes.
9. The Contractor shall ensure that the Personal data and the technical resources used for their protection are accessible only by authorized Contractor's employees.
10. The Contractor shall not store the received Personal data longer than it is necessary given the legal basis of data processing and the target of processing (purpose).
11. The Parties immediately, but no longer than with 48 (forty-eight) hours, as soon as a Party receives a notice about violation of Personal data protection (incident of data processing), shall notify the other Party about the incident by including in their notification the following information:
  - a. date and time when the violation occurred (was noted);
  - b. a description of violation, including, if possible, categories of respective Personal data subjects and their approximate number and the respective categories of Personal data records and their approximate number, possible consequences;
  - c. measures taken for management of violation (identifying, prevention, elimination, controlling);
  - d. contact information of the person in charge.
12. If a Party has received information about a Personal data protection violation (data processing incident), it shall keep and retain the available evidence and information about it.
13. The Parties agree that upon termination of their Agreement, the Contractor within 5 (five) business days after complete performance of the contractual liabilities shall delete all data as far as permitted by the applicable laws and the Contractor's legitimate interests. If agreed between the Parties, the Contractor shall return the received Personal data to the Client by deleting all of their copies. The Contractor is not obliged to retain and further maintain the received data after termination of Agreement.

### **4.3. Cooperation between the Parties for ensuring the rights of data subjects**

1. The Parties undertake to cooperate, including, but not limited to the preparation of documents and their submission, communication with other persons (including private persons and legal entities, companies, organizations and authorities) in order to promote Personal data protection and observance of data subjects' rights.
2. The Parties shall mutually inform each other if any legally binding request has been received to disclose Personal data which are being processed within the scope of the Services or a request from the data subject in connection with the data processing carried out within the framework of provision of Services unless disclosure of such information is prohibited by applicable laws.
3. The Client is obliged to give a timely reply to requests of data subjects which are expressed to the Client or the Contractor in connection with data processing within the Services. This obligation of the Client does not remove the Contractor's rights to reply also directly to the requests of data subjects and perform the activities prescribed in the legal enactments.
4. The Contractor undertakes at the Client's request to provide the existing and necessary information and assistance being at the Contractor's disposal so that the Client can perform its duty to reply to the requests of data subjects and enforcement of the rights of Personal data subjects.
5. Given the character of Personal data processing transferred to the Contractor, the Contractor shall support the Client in notifying Personal data protection violations to the supervising authority, for the purposes of informing the data subject about the violation of Personal data protection; in case if the Client in connection with processing of Personal data is consulting the supervising authority, or if the Client makes an evaluation whether the planned processing activities will impact the Personal data protection.
6. Given the processing character of overtaken data, the Client, if necessary, shall immediately provide information and support to the Contractor in order to respond to requests of data subjects and ensure compliance with the rights of data subjects.
7. The Contractor's expenses for time and resources while providing information and support to the Client, as well as while processing requests of data subjects, shall be paid by the Client as the Contractor's rendered services according to the procedure and Contractor's pricelist prescribed in the Agreement.
8. The Client undertakes to provide support to the Contractor for making assessment about impact on data protection and in cases when technical and organizational measures of data safety are assessed.

9. The Client shall immediately inform the Contractor if the Client considers Personal data processing within the Services as not safe or not permitted.
10. The Client is obliged to report to the supervisory authority on timely basis and, if necessary, also to the data subject on violations of Personal data protection disclosed by any of the Parties within provision of Services.
11. The Contractor is entitled to issue Personal data to third persons only in cases provided in legislative enactments by first identifying the information requestor and assessing the legal basis of requesting information. If the legislative enactments permit it, then the Contractor shall inform the Client about data transfer.