

## Hosting Agreement

This Hosting Agreement (“Agreement”) is entered into between:

**Bastron IT Consulting**

represented by **Eugen Bastron**

Römerstraße 197, 53117 Bonn, Germany

(“Provider”)

and

**[Client Name]**

(“Client”)

together referred to as the “Parties”.

### 1. Scope of Services

1.1 The Provider agrees to host and maintain the Client’s Library Management System (Koha) on servers operated by **Hetzner Online GmbH**, located within the European Union, in compliance with GDPR requirements.

1.2 The hosting service includes:

- Provision and administration of the hosted environment
- System monitoring and maintenance
- Regular security and software updates
- Daily backups
- Standard support according to the Service Level Agreement (SLA)

1.3 The hosting plan covers up to:

- **25,000 bibliographic records**
- **50,000 items**
- **3 standard support tickets per month** (feature requests or layout customizations excluded)

## 2. Shared Responsibility

2.1 The Provider manages the **application layer** (Koha installation, configuration, and updates) and ensures operational stability within the hosted environment.

2.2 The **underlying infrastructure** (data center security, physical servers, networking, and power) is provided and guaranteed by **Hetzner Online GmbH** under their SLA.

2.3 The Provider is not responsible for outages or service interruptions caused by Hetzner's infrastructure or third-party network providers.

2.4 Hosting is provided under a **shared responsibility model**:

- **Provider:** application-level maintenance, configuration, security updates, and backups
- **Client:** responsibility for data content, user access, and compliance with data protection and copyright laws

## 3. Data Protection

3.1 All hosted data is stored within Germany and processed in accordance with the **EU GDPR**.

3.2 The Client retains full ownership of all data.

3.3 Upon termination, the Provider shall deliver a full database export within **10 business days**.

## 4. Service Level Agreement (SLA)

Support is available **Monday to Friday, 09:00 – 17:00 CET**:

| Priority        | Description                               | Response Time         |
|-----------------|-------------------------------------------|-----------------------|
| <b>Critical</b> | System unavailable or severely impaired   | within 3 hours        |
| <b>High</b>     | Major function degraded                   | within 6 hours        |
| <b>Normal</b>   | General request or configuration question | within 1 business day |

Support includes configuration, troubleshooting, and guidance.

Feature requests and custom developments are handled separately.

## 5. Fees and Payment

5.1 The hosting service is billed at **€299 per month (net, excluding VAT)**.

5.2 Invoices are issued monthly in advance and payable within **14 days**.

5.3 One-time setup or migration fees are invoiced separately after completion.

## 6. Term and Termination

6.1 This Agreement starts on the date of signing and continues until terminated by either Party with **30 days' written notice**.

6.2 The Provider may suspend services if payments are overdue by more than 30 days.

6.3 Upon termination, data will remain available for 30 days after delivery of the final export and then be securely deleted.

## 7. Limitation of Liability

7.1 The Provider's liability is limited to direct damages caused by proven negligence and shall not exceed the total fees paid by the Client in the preceding 3 months.

7.2 The Provider is not liable for indirect or consequential damages, including data loss or business interruption.

7.3 Any infrastructure-related issues fall under Hetzner's operational responsibility and SLA.

## 8. Confidentiality

Both Parties agree to treat all exchanged information as confidential and not disclose it to third parties without written consent.

## 9. Governing Law and Jurisdiction

This Agreement is governed by the laws of the **Federal Republic of Germany**.

Place of jurisdiction: **Bonn, Germany**.

#### 10. Entire Agreement

This document constitutes the entire agreement between the Parties and supersedes all prior discussions or proposals.

Amendments must be in written form and signed by both Parties.

**Signed by:**

**Bastron IT Consulting**

Name: Bastron Eugen

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**Client**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_