servercore

**USER AGREEMENT**

*Date August 16, 2023*

This User Agreement (hereinafter, the "Agreement") governs the relationships between a Servercore Group company (hereinafter, the "Contractor") and you, an unlimited number of individuals and legal entities wishing to use services and functionality offered by the Contractor (hereinafter, "you", the "Client", the "Customer").

You must carefully read this Agreement, which outlines the general terms and conditions (in accordance with the laws of the Contractor according to the Exhibit "About Servercore Group" to the Agreement). If you register an Account by clicking the link my.servercore.com , it shall be understood that you have fully read and entirely and unconditionally accept the Agreement in accordance with the laws of the Contractor according to the Exhibit to the Agreement, and confirm the conclusion of this Agreement by the Parties as well as your intention to use the Contractor's services and functionality. If you do not accept this Agreement or disagree with any of the terms or conditions stated herein, please, refrain from registering an Account. If the Contractor has made any amendments to the Agreement that you do not accept, you must discontinue using the Contractor's services.

**TERMS AND DEFINITIONS**

This Agreement may use terms that are not defined in this section. In this case, such terms shall be construed according to the applicable laws. If the laws do not define a term, its scope and content shall be determined according to established practice, based on the lexical meaning of the term.

**Registration Data** – information entered by the Client, such as the country of residence and other data related to the Client and determining the country of its residence.

**Exhibit "About Servercore Group"** – an integral part of the Agreement that defines, based on Registration Data:

(1)  the Servercore Group company, with which you conclude this Agreement and which is the Contractor,
(2)  the laws, under which you conclude the Agreement,
(3)  Agreement clauses conditioned on the applicable laws;
(4)  a list of other Servercore Group companies.

**Ticket System** – a system for exchange of messages between the Client and the Contractor by means of sending/receiving requests via the electronic form available in the Account.

**Account** – information (credentials) meant for the identification of the Client in the course of the services. The Client's credentials shall be: the user email (login), a password to access the Account (password).

**Client Account, Client Balance** – an Account record reflecting financial arrangements between the Contractor and the Client. The Client Account shall be increased by the amount of payments transferred by the Client to the Contractor for the prepayment of the services and functionality provided by the Contractor to the Client, and shall be decreased by the cost of the services and functionality selected and enabled by the Client.–

**Bonus Balance (Service Bonus Balance)** – an Account record reflecting financial arrangements between the Contractor and the Client in the form of bonuses. The Bonus Balance shall be replenished by the Contractor under promotional offers and crediting of compensations for violation of the service level. The Bonus Balance shall be decreased by the cost of the services provided by the Contractor.

**Terms of Use of Individual Services, Terms of Use** – supplements to this Agreement concerning the procedure for the use of certain services, outlining, inter alia, the terms and

conditions of service level agreements (SLA). In all respects not mentioned in the Terms of Use of Individual Services, relationships between the Client and the Contractor shall be governed by the Agreement.

**Notification Centre** – an Account interface element displaying notifications to the Client, specifically, of changes in documents, sale and promotional events, information about scheduled operations, other offers.

## 1.       SUBJECT-MATTER

1.1.       The subject-matter of the Agreement shall be the use by the Client of the Contractor' services and functionality, including hosting and other related services, or provision by the Contractor of access to services of third-party service providers, including Servercore Group companies (hereinafter, the "Services"). The Contractor shall provide the Services to the Client in accordance with the Agreement, subject to the Terms of Use of Individual Services. A full list of the Services may be found in the Terms of Use as well as on the Contractor's Website.

1.2.       The Contractor may grant access to, and the Client may order, Beta Services. Beta Services shall be provided in the test mode for the purpose of collecting data on their functionality and shall not be payable by the Client. When providing Beta Services, the Contractor shall not be liable for their quality, and the Terms of Use shall not apply to Beta Services.

1.3.       A third-party provider of the Services shall be determined according to the Terms of Use and/or the region of provision of the ordered Services, specified in the Account. A third-party service provider from the Servercore Group shall be determined according to the Region.

## 2.       RIGHTS AND OBLIGATIONS OF THE PARTIES

2.1.       **Rights and Obligations of the Contractor**

2.1.1.       The Contractor shall provide access to the Account by a secure protocol and only after identification of the Client.

2.1.2.       The Contractor may request a confirmation of the information specified in the Account and/or additional information, in particular:

▪       for individuals – a scanned copy of the Client's identity document and/or document containing the Client's address (utility bill or bank statement), a photo of the Client holding such documents in hand.
▪       for individual entrepreneurs – a scanned copy of the Client's identity document and/or document containing the Client's address (utility bill or bank statement), a photo of the Client holding such documents in hand; a scanned copy of the document confirming the individual entrepreneur status.
▪       for legal entities – a scanned copy of the document confirming the legal entity status and a constitutional document.

After information has been provided, in case of changes in the presented documents, the Client shall notify the Contractor thereof no later than five (5) business days from the date of respective changes in the documents, and furnish scanned copies of the said documents.

2.1.3.       The Contractor shall, no less than 72 hours in advance, advise the Client of scheduled maintenance or power outage periods that make it impossible to use the Services. Service interruptions for the specified reasons shall not be subject to compensation.

2.1.4.       The Contractor may suspend the provision of the Services and/or block access to the Account:

▪       if the Client breaches the Agreement;

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- in case of suspected Account compromise or in case of provision of false information;

- if the Client refuses to assist or evades assisting in investigations of the circumstances specified in Clause 2.2.2 hereof;

- if the Contractor receives an order from the government agency that regulates the given relationships and is appropriately authorized in accordance with the applicable laws, to suspend the provision of the Services to the Client;

- if the use of the Services by the Client may cause property damage to the Contractor or its customers and/or failures of hardware and software of the Contractor and third parties.

  Suspension of the Services until the Client complies with the Contractor's demands to remedy violations shall not exempt the Client from its duty to fulfill all of its obligations, shall not be regarded as an interruption of the Services, and may not be deemed as breach by the Contractor of its obligations.

  In case of repeated breach, and also if, during the period of suspension of the Services, the Client fails to remedy violations within the term set by the Contractor, the Contractor may extrajudicially repudiate the Agreement and delete all of the Client's data.

2.1.5.    For the purpose of verifying the compliance with security requirements, the Contractor reserves the right, without limitation, to periodically scan public services hosted on resources owned or used by the Client, by using dedicated software, as well as to implement other measures as are available for the Contractor.

2.1.5.1.    For the purpose of implementing measures aimed at preventing network and information security incidents and counteracting various network attacks, in particular, distributed denial-of-service (DDoS) attacks with respect to public IP addresses, the Contractor **may, at any time, with a prior notice to the Client,** impose restrictions, in particular, block ports or restrict access to an IP address, limit the bandwidth of the services that may be used for UDP-based amplification attacks, or reduce the usability of such services. A full list of blocked ports and other restrictions may be found in the Terms of Use.

2.1.6.    The Contractor may remove all information processed by the Client on the Contractor's equipment and with the use of the Contractor's Services in case of termination of the Agreement and / or in case of non-payment for the Services.

2.1.7.    With no prior notice, the Contractor may limit the bandwidth if, in the Contractor's reasonable opinion, by using the Services within the existing bandwidth the Client may impair the functionality of equipment of the Contractor or its customers.

2.2.    **Rights and Obligations of the Client**

2.2.1.    The Client shall pay for the Services at the timings and on the terms specified in the Agreement, according to the rates and other agreements made between the Parties.

2.2.2.    The Client shall assist the Contractor in the investigations of the causes of unscheduled service interruptions, violation of security requirements, and suspected breach of the terms hereof.

2.2.3.    The Client shall maintain Account confidentiality. The Client shall entirely bear the risk of the impossibility of logging in to the Account or of logging in to the Account of an unauthorized person.

2.2.4.    The Client shall take measures to remove vulnerabilities detected during checks of security requirements.

2.2.5.    The Client shall monitor security and up-to-dateness of the hardware and software in use, and abide by the terms of use of software.

2.2.6.    The Client shall only install licensed software on the Contractor's hardware and shall be solely liable for its installation and use.

2.2.7.    The Client shall, at its discretion, monitor the safety and integrity of information and, where necessary, provide in a timely manner for backup of the data placed with the use of the Contractor's Services.

2.2.8.    The Client shall not cause damage to the Contractor's equipment. In case of disputes between the Client and the Contractor when establishing a causal connection between the Client's actions and the damage inflicted upon the Contractor, the Contractor reserves the right to engage at its discretion competent authorities and/or organizations as experts. Costs on expert examinations shall be reimbursed by the Parties depending on the expert findings. In case of the Client's misconduct, the Contractor may unilaterally order to collect such costs, including expert examination costs, from the Client Account.

**3.    SERVICES ORDERING AND PROVIDING PROCEDURE**

3.1.    The Client shall select available characteristics/configurations and order the Services via the Account. Where necessary, the Contractor shall request other specific information for enabling a respective Service. To start using the Services, it shall be necessary to replenish the Client Balance.

3.2.    Where technically feasible, the Client shall select at its discretion the Services region – the territory where the infrastructure, under which the Services are provided, is located.

3.3.    Unless otherwise specified in the Terms of Use, a Service shall be provided from the moment it is enabled by the Contractor.

3.4.    In the event it is technically impossible to provide a Service, the Contractor shall advise the Client thereof by stating reasons why the Service cannot be provided on time and by specifying the scheduled date of commencement of the Service.

3.5.    The Client shall independently use the Services by means of remote access thereto through public communications networks, install at its discretion and set up appropriate software, if such possibility is provided by the ordered Service.

3.6.    The Client shall independently change the Service characteristics/configurations if technically feasible, otherwise the Client may contact the Contractor in the Ticket System.

**4.    COST OF SERVICES, ACCOUNTING AND PAYMENT PROCEDURE**

4.1.    The cost of the Services and the payment currency shall be published on the Contractor's Website. The Client acknowledges that it has read and accepts the set rates. Prices shall include applicable taxes, unless expressly stated otherwise on the Website.

4.2.    The Client shall pay for the Services at the indicated prices, without deduction and withholding of taxes.

4.3.    Where technically feasible, the Customer has the right to activate automatic replenishment of the Client Balance at its choice in the Account (hereinafter referred to as "Automatic Balance Replenishment"), specifying and saving the bank card data for automatic debiting, the amount of payment for each of the selected balances, the date of the next debiting or the amount threshold for each of the selected balances, upon reaching which the next debiting will occur. When saving bank card data for quick payment and subsequent quick payment or activating Automatic Balance Replenishment, the Customer agrees to accept-free automatic debiting of funds from the Customer's bank account. Automatic Balance Replenishment may be deactivated and bank card data may be deleted by the Customer independently in the Account.

4.4. Money for the Services shall be debited from the Client Account on the basis of the data on the volume of the actually consumed Services, obtained with the use of the Contractor's equipment, and on the basis of the Client's order of the Services.

4.5. Unless otherwise stipulated in the Agreement or the Terms of Use, the Services shall be paid for in advance. The Client Account may be replenished in any way selectable in the Account, including on the basis of the invoice (bill). The invoice (bill) shall be made out by the Client on its own in the Account. The Services shall only be provided if the Client's Balance is positive.

4.6. **Issuance of reporting documents for the Services rendered, and the possibility of payment for the Client by a third party shall be as per Exhibit 1.**

4.7. If the Client cancels the Services prior to the expiry of the paid period, the Contractor shall refund the prepaid sums of money to the Client Balance for complete unused periods only.

4.8. The Contractor may unilaterally change the rates and the terms of the Services provided that the Client is notified thereof at least fifteen (15) calendar days prior to such change. In case of its disagreement, the Client shall discontinue using the Services.

4.9. Payment shall be deemed as confirmed upon receipt of appropriate information from the Contractor's bank.

## 5. TERMINATION OF SERVICES

5.1. Unless otherwise specified in the Agreement and the Terms of Use, the Client may cancel at its discretion the Services in the Account.

## 6. REQUIREMENTS TO THE USE OF SERVICES AND INFORMATION SECURITY

6.1. The Client shall prevent unauthorized access to the software in use and not allow the resources owned by the Client or provided by the Contractor to be used for attempted unauthorized access to other Internet resources. In particular, the Client shall prevent situations when:

▪ email messages are sent from addresses that do not belong to the Client's network (domain);

▪ software uses default passwords;

▪ there are outgoing packets with a wrong source address (IP source address);

▪ there are outgoing domain name system (DNS) packets with intentionally corrupted data;

▪ there is malicious software;

▪ software specifically designed for unauthorized access to information is present and/or operating.

6.2. The Contractor may provide for automatic traffic filtering with the aim to block sending of traffic with faked IP and MAC addresses.

6.3. The Client shall not use the Services and the Contractor's equipment for causing damage to the Contractor, its customers, or third parties, breaching the applicable laws, or assisting such breach. Such actions (omission) of the Client may include, but are not limited to:

6.3.1. actions of the Customer that violate the provisions of the current legislation, contrary to the prescriptions of the executive authorities and local acts applicable to the Parties;

6.3.2.    actions of the Client aimed at disrupting smooth operation of the local network or Internet elements (computers, other hardware or software), which do not belong to the Client;

6.3.3.    failure by the Client to comply with orders/regulations of competent authorities;

6.3.4.    actions (omission) of the Client that entail losses for the Contractor or third parties;

6.3.5.    disruption of smooth operation of the Internet elements (computers, other hardware or software), which do not belong to the Client;

6.3.6.    storage, publication, transfer, reproduction, distribution in any manner, use in any form of software or other protected intellectual property and means of individualization, without obtaining the owner's permission;

6.3.7.    failure by the Client to provide a response to the Contractor to a complaint received from third parties about violation of their intellectual rights by the Client within fourteen (14) calendar days from the date of receipt of such a complaint by the Client. The Client's response shall contain explanations to the third party's demands stated in the complaint, otherwise, the Client's response to the received complaint shall be deemed as not provided to the Contractor;

6.3.8.    storage, publication, transfer, reproduction, distribution in any manner, use in any form of software or other content containing viruses and other malicious components;

6.3.9.    actions that directly or indirectly imply bulk mailing or facilitation of bulk mailing and other messaging (if such actions are detected, the Services to the Client shall be automatically limited);

6.3.10.    dissemination, publication, or other processing of information that contravenes the requirements of the applicable laws, violates third-party rights;

6.3.11.    advertising of services, goods, other items, whose distribution is restricted or prohibited by the applicable laws;

6.3.12.    falsification of the technical details, provided by the Contractor, when transmitting data over the Internet;

6.3.13.    use of non-existent return addresses when sending emails and other messages;

6.3.14.    actions aimed at obtaining unauthorized access to hardware or an information resource that does not belong to the Client, subsequent use of such access, as well as destruction or modification of software or data that do not belong to the Client, without securing consent of the owners of such software or data or the administrator of such information resource. Unauthorized access shall imply access in any manner other than that intended by the resource owner;

6.3.15.    actions relating to sending to third party computers or equipment meaningless or useless information that creates excessive (unwanted) traffic on such computers or equipment, including intermediate network sections, which exceeds the minimum volumes necessary for checking network connectivity and availability of individual network elements;

6.3.16.    scanning of network nodes for the purpose of detecting the internal network structure, security vulnerabilities, lists of open ports, etc., without securing express consent of the owner of the resource scanned;

6.3.17.    violation of data security requirements, which jeopardizes operation of other (not belonging to the Client) resources of a local or global computer network;

6.3.18.    use of default passwords in software;

6.3.19.     use of outdated and/or vulnerable mail server software;

## 7.        COMPENSATION PAYMENT PROCEDURE

**Guaranteed availability – an individual percentage of the Service availability per month, set for each of the Services.**

7.1.        Table No. 1

*unless specified otherwise:*

| Compensable downtime | Non-compensable downtime |
|---|---|
| Unavailability of the Services due to failure of the Contractor's infrastructure.<br><br>Downtime due to failure. | Unavailability of Control Middleware.<br><br>Total frustration of any operation with the Services via the Account, total frustration of operations through API. |

7.2.        If the Service availability in a calendar month fails to match the Guaranteed Availability for the respective Service, set in the Terms of Use, the Contractor shall provide compensation according to the procedure outlined below, unless otherwise specified in the Terms of Use.

7.3.        Periods of emergency and scheduled maintenance shall not be deemed as periods of the Service unavailability.

7.4.        Compensation shall be calculated individually for each Service, based on the total unavailability in the month. The compensation percentage shall apply to the calculation base, which shall be equal to the amount debited for the provided Service for the month.

7.5.        The Service unavailability (downtime) shall be determined as the interval of time between the moment when a message is sent via the Ticket System to the Contractor's helpdesk and the moment when recovery operations are completed by the Contractor.

7.6.        Compensation shall be determined as bonuses credited by the Contractor solely to the Bonus Balance. Bonuses shall be granted and used in the month following the month, in which a Service was unavailable, provided that a message stating downtime and requesting compensation was sent via the Ticket System.

7.7.        No bonuses shall be granted for downtime due to force majeure and other circumstances that occurred through no fault of the Contractor. No bonuses shall be granted for downtime due to actions (omission) of the Client.'

7.8.        Within the first ten (10) business days of the calendar month following the reporting one, the Contractor shall calculate compensation, or refuse to provide compensation if a Service was unavailable for reasons outside the control of the Contractor or if its unavailability was scheduled by the Contractor and the Client was advised thereof.

7.9.        If the Contractor has its own data on the commencement of downtime and such data indicate that downtime commenced earlier than the Client sent a message via the Ticket System, the Contractor may use such data. Discrepancies concerning downtime shall be resolved through negotiations between the Parties in the Ticket System.

7.10.       Once the Contractor decides to provide or to refuse to provide compensation, the Contractor shall advise the Client thereof.

7.11.    If no message has been sent via the Ticket System and if the Contractor does not have its own data on the commencement of downtime, the Service shall be deemed as available and no compensation shall be provided.

7.12.    The maximum amount of compensation shall be bonuses in the amount of the cost of the Service for the preceding month. Compensation may not be in the form of payment of money and may not be credited to the Client's account. Compensation shall in no event exceed the amount paid by the Client for a month of using the Service.

7.13.    In case of loss of/damage to data as a result of emergency through the fault of the Contractor, compensation in the amount of the cost of the Service for 1 month shall be provided to the Client. Compensation shall be provided in the manner as set out in this section.

## 8.    CONFIDENTIALITY

8.1.    The Parties hereby acknowledge that confidential information exchanged between the Parties in preparation of and after the conclusion of this Agreement shall be deemed as confidential information, valuable for the Parties and not subject to disclosure since such information is a business and/or trade secret, is of actual and potential commercial value due to its non-public nature, and is not freely legally accessible. Any information communicated via the Ticket System or by email and/or obtained reduring visits of the Client's representatives to the Data Centre shall be confidential. In the Contractor's Data Centre, it shall be prohibited to take photographs or videos without securing the Contractor's written consent.

8.2.    The Client gives its consent to the disclosure of the fact of the Client's cooperation with the Contractor, the Client's use of specific Services, and authorizes the Contractor to publish the Client's firm name, business name and trademarks in public sources and on the Contractor's Website. Such use shall not imply disclosure of other details of cooperation. The Contractor shall notify the Client of the disclosure of the fact of cooperation and publication of the Client's firm name, business name and trademarks, thirty (30) calendar days prior to such disclosure and/or publication, using the Ticket System and/or email and/or phone.

8.3.    The information mentioned in Clause 8.1 may not be published or transferred to third parties without the other Party's written consent, during the term of this Agreement and also during five (5) years from termination hereof for any reason.

8.4.    Each Party shall take all reasonable measures as may be necessary and appropriate for preventing unauthorized disclosure of confidential information. In doing so, the measures taken shall be no less substantial than those taken by a Party to protect its own information of this kind.

8.5.    The Contractor may only disclose information about the Client in accordance with the applicable laws.

8.6.    In case of breach of the confidentiality requirements stipulated herein, the Contractor may unilaterally refuse to continue providing the Services to the Client, as from the date such breach is detected, and also demand compensation of losses incurred as a result of the Client's breach of the confidentiality requirements.

## 9.    LIABILITIES OF THE PARTIES

9.1.    The Parties shall be held liable for improper performance of the Agreement in accordance with the applicable laws, subject to the terms and conditions stipulated herein.

9.2.    The Contractor shall ensure uninterrupted operation of its equipment used in the provision of the Services, save during scheduled maintenance, operations in response to failure of hardware or software, and also when the Contractor's own resources cannot be used to the full extent due to actions or omission of third parties and/or failure of traffic channels, as well

as in case of emergency or force majeure. In case of unscheduled power outage or emergency, the Contractor shall immediately proceed to troubleshooting and, where practicable, notify the Client of unscheduled outages.

9.3. The Client assumes full responsibility and all risks in connection with the use of the Internet through resources and/or the Services of the Contractor.

9.4. In case of claims and/or lawsuits field to the Contractor by third parties as well as by rightholders (in cases on the protection of exclusive rights to items illegally placed on the Website(s) of the Client and/or the Client's customers), the Contractor may join the Client to the case as a co-defendant, and also demand reimbursement of court fees and losses on a recourse basis if monetary funds are charged from the Contractor for breach of the applicable laws, committed by the Client. Furthermore, the Contractor may demand reimbursement of losses on a recourse basis if the Client breaches license terms when using software rented from the Contractor.

9.5. The Client shall be solely responsible for the content of the information processed with the use of the Services, transmitted by it or other person under its network credentials over the Internet and own resources of the Contractor, for the reliability of such information, freedom from third-party claims, lawfulness of its dissemination, and personal or property damage caused by its acts (personally by it or by other person under its network credentials) to individuals, legal entities, the state, or morals of society.

## 10. DISCLAIMER

10.1. The Contractor shall not be liable for the Client's illegal actions.

10.2. The Contractor shall not be liable for violation of third-party rights due to actions of the Client with the use of the Services provided by the Contractor.

10.3. The Contractor's liability for losses incurred in connection with the performance of the Agreement shall in no event exceed the amount of the monthly fee for the Services provided under the Agreement.

10.4. The Contractor provides no warranties that the software obtained by means of the Services provided or any other content are free of viruses and other malicious components, and shall not be liable for direct or indirect damage incurred to the Client as a result of errors, omission, interruptions, delays in operation, deletion of files, and other defects during data transmission.

10.5. The Contractor shall not be liable to the Client:

10.5.1. For any losses incurred by the Client due to disclosure, loss of or inaccessibility by the latter to its credentials. Any person using the account of one of the services required for the identification of the Client for authorization in the Account shall be deemed as its representative acting on behalf of the Client.

10.5.2. For loss of expected gain and lost profits as well as for any consequential losses incurred by the Client during the period of use or non-use of the Contractor's Services.

10.5.3. For the smooth running of the Internet or parts thereof, as well as for their availability to the Client, unless otherwise expressly stipulated by the Agreement.

10.5.4. For any information, product or Service received through the Internet, specifically, if they are placed on the Contractor's own resources.

10.5.5. For the quality, accuracy of and absence of malicious components in the software used on the Contractor's servers and other Internet resources or offered to the Client, unless such has been developed by the Contractor itself, or if the Client is using equipment without mandatory licenses and certificates.

10.5.6.   For delays, malfunctioning, and inability to use to the full extent the Contractor's own resources caused, directly or indirectly, by actions or omission of third parties and/or failure of traffic channels outside the Contractor's own resources.

10.5.7.   For any illegal acts of third parties.

10.5.8.   For the content of data nodes created and supported by the Client or users, without being responsible for any precensorship. Where appropriate, following breach by the Client of the Agreement and/or the laws, the Contractor shall have the right to block, modify, and delete the content of information resources of the Client or its users.

10.5.9.   For the integrity of information placed by the Client with the use of the Contractor's Services, unless the contrary is provided for in the Agreement.

10.5.10.  To the Client and/or third parties, for placement and/or use by the Client of any software and its components in the course of the provision of the Services by the Contractor.

10.5.11.  For breach by the Client of any license requirements and agreements.

10.6.   The Contractor shall not be liable for the content of the information transmitted by the Client over the Internet and the Contractor's own resources. The Contractor shall not monitor the content of the information stored, published or disseminated by the Client with the use of the Services provided, and shall bear no liability for the accuracy, quality and content of such information.

## 11.   WARRANTIES AND REPRESENTATIONS

11.1.   The Client represents that at the time of the Account registration the Client furnished to the Contractor true data on the Client.

11.2.   The Client shall ensure that the Client data are up-to-date and shall notify the Contractor of changes in such data within five (5) business days from such changes.

11.3.   The Client represents that it has no intention to use the Contractor's Services for illegal purposes.

11.4.   For the conclusion and performance hereof, the Client has obtained all necessary consents, approvals and authorizations, as are required to be obtained in accordance with the effective applicable laws, constitutional documents, and local regulations.

11.5.   As at the date of conclusion, the person concluding the Agreement in the name and on behalf of the Client is fully authorized to do so.

11.6.   There exist no laws or regulations, bylaws or individual acts, local documents, court orders, including orders and decisions of foreign courts, foreign and international agencies, and/or decisions of governing bodies, that would prohibit the Client or limit its rights to conclude and perform the Agreement.

11.7.   The Client represents that it holds duly executed licenses, certificates and other permits and authorizations as may be necessary for conducting its activity, if its activity is subject to certification and/or licensing in accordance with the applicable laws. In the absence of required certificates and licenses, the Contractor shall not be liable for the Client's use of equipment in violation of the applicable laws.

## 12.   FORCE MAJEURE

12.1.   The Parties shall not be liable for delays in the fulfillment of or for failure to fulfill the obligations under the Agreement if delays or failure is due to force majeure. Force majeure shall include (but is not limited to): war, hostilities, riot, sabotage, strike, fire, explosion, flood

or other acts of God, enactment of prohibitive acts by public authorities, constituent entities or local government bodies, acts of foreign states and international authorities, particularly, decisions to impose sanctions with respect to the Parties to the Agreement, and other circumstances in accordance with the applicable laws.

12.2.    Immediately after learning about the occurrence of any circumstances that delay or otherwise impede the performance of the Agreement, the Parties shall notify one another thereof in writing.

12.3.    The Parties shall not be liable for any losses as well as for costs in connection with claims or demands of third parties, which may arise as a result of force majeure.

12.4.    Should force majeure that causes material breach of or default on the obligations hereunder continue for more than thirty (30) calendar days, either Party has the right to terminate the Agreement after giving to the other Party a prior, five (5) business days in advance, written notice of its intention to terminate the Agreement.

**13.    DURATION, AMENDMENT AND TERMINATION**

13.1.    This Agreement shall be for a term of one year and shall come into force as from the date the terms of this Agreement are accepted (the date of acceptance) by the Client. The Agreement shall be deemed as extended for one year unless thirty (30) calendar days prior to the expiration hereof one of the Parties declares in writing termination hereof. The Agreement may be extended  for an unlimited number of times.

13.2.    The Contractor may unilaterally amend the Agreement. In case of amendments to the Agreement, the Contractor shall notify the Client fifteen (15) calendar days prior to the effective date of the said amendments. Amendments shall take effect 15 calendar days from the date of the notice. If the Client does not accept the amendments made, the Client may unilaterally cancel the Services by giving a written notice of its intention to terminate the Agreement within ten (10) calendar days from the date of the notice; in such case, the Agreement shall be terminated as from the effective date of the amendments. If no written refusal to accept the amended terms of the Services is received by the Contractor from the Client within ten (10) calendar days from the date of the notice, the amended terms shall be deemed as accepted by the Client.

13.3.    Either of the Parties may terminate this Agreement by giving to the other Party a written notice thereof. The Agreement shall be deemed as terminated thirty (30) calendar days from receipt of the said notice. In case of termination of the Agreement due to breach hereof by the Client, the Contractor may set another term of termination hereof. Upon termination hereof, the Client shall pay the entire outstanding amount for the Services provided.

13.4.    Also, the Contractor may unilaterally terminate the Agreement on an extrajudicial basis with a notice to the Client at any time after it becomes aware that

▪    any liquidation, winding-up, bankruptcy or any other similar procedure or measure becomes possible with respect to the Client (including, without limitation, appointment of a receiver, trustee, insolvency officer, liquidator, or other similar officer), which entails exemption or other reduction of the Client's liability or obligations;

▪    the Client is subject to any procedure or measure that has been introduced or is being implemented with the aim to prevent insolvency or bankruptcy;

▪    the Client acknowledges its inability to pay its debt that falls due.

The Agreement shall cease to be effective on the date of termination hereof, stated in the notice.

13.5.    Termination of this Agreement for any reason shall not release the Client from its duty to fulfill all monetary obligations stipulated by this Agreement and/or Addenda hereto.

## 14. DISPUTE SETTLEMENT PROCEDURE

14.1. In case of any disputes or controversies arising between the Client and the Contractor in connection with the Agreement or fulfillment or non-fulfillment by either Party of the obligations hereunder, the Parties shall endeavour to settle them through negotiations between their authorized representatives.

14.2. A pre-action protocol for resolution of disputes shall be mandatory. Claims shall be accepted in writing, given their validity, i.e., a claim sent by the Client to the Contractor shall contain a reference to the Agreement clause, an article of the law, or other regulatory act, which, in the Client's opinion, has been violated by the Contractor. The Party that receives a claim shall answer it within 10 (ten) business days from the date of its receipt.

14.3. Disputes that cannot be settled through negotiations and on the pre-action basis shall be resolved in accordance with the effective applicable laws according to the Exhibit "About Servercore Group".

## 15. EXCHANGE OF MESSAGES

15.1. The Parties shall exchange messages, including legal communications, via the Ticket System.

15.2. The Contractor may also notify the Client by publishing information on the Contractor's official Website and/or in the Account, by sending information to the email specified by the Client.

15.3. The risk of non-receipt by the Client of messages sent by the Contractor by any of the aforesaid means shall be on the Client, in particular, in case of refusals to read letters and messages, including those received via the Ticket System, and the like.

15.4. In case of changes in details, the Parties shall notify one another thereof within 10 days. The Client shall notify the Contractor by sending a notice via the Ticket System, and the Contractor – by publishing respective information on the Contractor's Website and/or by sending a notice by email, and/or via the Ticket System.

15.5. The Parties shall deem as binding messages and documents exchanged via the Ticket System, on an equal basis with documents made in simple written form. An exception to this rule shall be this Agreement and documents required for accounting and tax accounting purposes.

15.6. In the event the Parties have suspicions about receiving and (or) sending messages by email and other operations relating to the use of the Contractor's interfaces, reliable proof of the aforesaid shall be the data recorded by the Contractor.

## 16. FINAL PROVISIONS

16.1. Neither Party may transfer its rights and obligations under the Agreement without obtaining the other Party's prior written consent, except where the Services are provided to the Client by third-party service providers, with which the Contractor has made appropriate contracts/agreements.

16.2. If one or several provisions of the Agreement appear for some reason to be invalid, unenforceable, such invalidity shall not affect the validity of the Agreement in its entirety or the validity of any other provision hereof, which shall continue in force.

## 17. PERSONAL DATA

17.1. It is prohibited for the Client to use the Contractor's Services for the purpose of collecting and storing data obtained in violation of the applicable data protection laws.

17.2.     The Client confirms its compliance with the requirements of applicable legislation concerning the protection of personal data (Data Protection Laws).

17.3.     The Client shall ensure the collection of consents to the processing of biometric and special categories of personal data (data concerning race, ethnicity, political opinions, religious or philosophical beliefs, health, private life) in accordance with Data Protection Laws (including laws of the country of the Client's registration).

17.4.     If the Client breaches the terms of Clause 17.1 and Clause 11.1 of the Agreement, the Contractor shall have the right to unilaterally terminate the Agreement with a notice thereof to the Client, at any time after it becomes known that the Client is using the Contractor's Services for collecting and storing data obtained in violation of the applicable data protection laws.

17.5.     The Contractor may unilaterally terminate the Agreement with a notice thereof to the Client at any time after it becomes known that the Client is using the Contractor's Services for operations prohibited by the applicable laws (for example, dissemination of illegally obtained personal data).

17.6.     The Contractor may anonymize the Client's personal data upon expiry of one year from the date the Client discontinues activity in the Account.

17.7.     The Client acknowledges being familiar with Contractor's Privacy Policy and relevant privacy notices.

**18.      DETAILS OF THE CONTRACTOR**

https://servercore.com/legal

**servercore/**

**TERMS OF USE OF INDIVIDUAL SERVICES**

*Date February 28, 2024*

These Terms of Use of Individual Services (the "Terms of Use") shall constitute an integral part of the User Agreement (the "Agreement"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Agreement. The Terms of Use shall set forth the individual procedure for the use of certain services, including the terms and conditions of service level agreements (SLA) for each of the services.

**BASIC TERMS AND DEFINITIONS**

**Project** — a logically isolated group of Resources, to which the User may have access.

**Limit** — a maximum available quantity of Resources that may be utilized by the User when using the service; the Limit may be changed by agreement of the Parties, and/or unilaterally decreased by the Contractor.

**Quota** — a limit set by the User on the quantity of Resources used within the framework of a Project.

**Region** — one or a group of data centres deployed within an agglomeration of large cities.

**Availability Zone** — one or several data centres located within one Region.

**Pool** — a part of the infrastructure of the Contractor or the Contractor's partner, which is located in one of the data centres of the Region.

**Resource** — an atomic unit that is a minimum possible part of the service provided.

**Resource Identifier** — a unique Resource number 32 characters long.

**User** — a login-password pair that is created by the Client and determines rights to use resources under an Account.

| 1. | **GENERAL RESTRICTIONS ON THE USE OF SERVICES** |
|---|---|

1.1.     For the purpose of ensuring stable operation of the network equipment the number of MAC addresses on access ports shall be limited to 25 addresses per port. The number of MAC addresses may be increased at the Client's request.

1.2.     For the purpose of protecting the infrastructure from DDoS attacks, the following ports shall be blocked by default (they can be unblocked at the Client's request):

UDP: 17, 111, 389, 520, 1900, 3702, 11211;
TCP: 25;
TCP/UDP: 135, 137, 138, 139, 445.

1.3.     The terms of provision and the set of available functions/features under the Services may differ in different Regions. The Contractor shall not guarantee availability of the Services in all Pools.

| Region | Availability Zone | Pool | Maximum Internet connection speed* | Service Provider |
|---|---|---|---|---|
| Saint Petersburg | Availability Zone 1 | ru-1, ru-3, SPB-1, SPB-2 | 1 Gbps | JSC "Selectel" |

| | Availability Zone 2 | ru-9, SPB-3, SPB-4, SPB-5 | | |
|---|---|---|---|---|
| Moscow | Availability Zone 1 | ru-2, ru-7, MSK-1, MSK-2 | | |
| | Availability Zone 2 | MSK-3 | | |
| Novosibirsk | Availability Zone 1 | ru-8, NSK-1 | | |
| Tashkent | Availability Zone 1 | uz-1, TAS-1 | 100 Mbps | "SERVERCORE CIS", FE LLC. |
| | Availability Zone 2 | uz-2, TAS-2 | | |
| Almaty | Availability Zone 1 | kz-1, ALM-1 | | MSS LLP |
| Kenya | Availability Zone 1 | ke-1, NBO-1 | | Servercore Africa Ltd |

*The Internet connection speed may be changed upon agreement with the Contractor, if technically feasible.

## 2. BILLING MODELS

**2.1.** *POSTPAID BILLING*

Payable shall be the actual consumption of Resources for the last hour before the next debiting. Payment shall be made upon the use of Resources by the Client, via debiting of money from the Client Balance. If there is money on the Bonus Balance, money shall be debited from the Bonus Balance first.

Money for the Services shall be debited from the Client Account on the basis of data on the volume of the actually consumed Resources, obtained with the use of the Contractor's equipment, and on the basis of the Client's order of the Services.

A Service shall be automatically renewed until the Client removes on its own the unused Resources.

**2.2.** *PREPAID BILLING*

Payment shall be made upon ordering of Resources by the Client, via debiting of money from the Client Balance for the period selected at the time of ordering. If a sufficient sum of money is available on the Bonus Balance, the Client may choose the balance for the debiting of money.

A Service shall be automatically renewed with the selected period if such period is selectable at the time of renewal. If necessary, the Client may change the Service payment period and also disable the automatic renewal (autopayment) option in the Account. If the automatic renewal is disabled, all data stored on the equipment of the Contractor or its partners shall be deleted upon expiry of the paid period.

## 3. GENERAL BILLING RULES

**3.1.** The reporting documents shall specify the Service name, and, if applicable, Region, Availability Zone, Resource Identifier.

**3.2.** The Resource price effective at the time the Resource is ordered shall be valid until the end of the paid Service period. The Service cost may be changed in accordance with the terms of the Agreement. A Service shall be renewed according to the current rate plan and period.

**3.3.** Outstanding amounts for Resources disabled because of non-payment shall be a sum of the cost of all Resources for the period of time, during which they were disabled. Once the Client Balance is replenished, the outstanding amounts shall be debited automatically.

**3.4.** If the Client Balance is zero or insufficient for the next debiting of money for Resources or a Service being consumed, the Service order and management options in the Account shall be disabled automatically. The Contractor shall send the Client a Service disconnection notification in the Notification Centre.

**3.5.** The Contractor may, in twenty-four (24) hours but no later than fourteen (14) calendar days after the options to order and manage unpaid Resources and Services in the Account are disabled, delete all information and data placed and handled by the Client with the use of unpaid Resources and Services, including any other objects of the Client as have been created within the scope of unpaid Resources and Services, including those stored on the equipment of the Contractor or its partners. The specified period may be extended by agreement of the Parties.

**3.6.** Once provided Resources or Services are paid, upon expiry of the specified period the provision of the Services shall be resumed in the same manner as at the time of the initial order.

**3.7.** In case of cancellation of a Resource or a Service prior to the expiry of the paid period, the Contractor shall refund the cost of the unused Resource or Service to the Client Account. Money shall only be refunded for complete unused months.

**4.** **CLOUD SERVERS**

**Terms and Definitions**

**Cloud Server** — a virtualized server composed of a set of Resources selected by the User.

**Load Balancer** — a Resource responsible for the distribution of incoming traffic across Cloud Servers.

**Backup Copy (Cloud Backups)** — a Resource that makes it possible to copy and store network drive data according to a schedule set by the Client.

**Preemptible Cloud Server** – a Cloud Server that runs without interruptions for 24 hours maximum and can be stopped by the Contractor at any time.

**4.1.** **Service Provision Procedure**

4.1.1. The Contractor shall provide to the Client access to the management of Resources of Cloud Servers hosted on the infrastructure of the Contractor or the Contractor's partner in one of the technical Pools, at the discretion of the Client.

4.1.2. The Client may change characteristics of Resources of Cloud Servers at any moment of time given available Resources according to established Quotas and Limit.

4.1.3. Internet access shall be provided through connection of the Cloud Server or the Load Balancer, to which the Cloud Sever is connected, to public IP addresses or public subnetworks. All incoming and outgoing Internet traffic shall be payable; traffic between the Services within the Region shall not be billable.

4.1.4. Equipment, on which the Client's Cloud Server is hosted, shall be connected to the network at the maximum access speed set for the Pool.

**4.2.** **Billing Procedure**

4.2.1.    The Service shall be paid according to the postpaid billing model.

**4.3.    Service Level**

4.3.1.    Guaranteed availability: 99.98%

4.3.2.    Unavailability of the Cloud Server due to failure of the infrastructure of the Contractor or its partner shall be compensable. Such downtime shall be compensable according to Resources that could not be used during downtime due to failure.

4.3.3.    0.5% of the cost of unavailable Resources shall be compensated for every 30 minutes of compensable unavailability of the Cloud Server up to 100% of the cost of unavailable Resources for a month.

4.3.4.    Unavailability of the Preemptible Cloud Server shall not be compensable.

4.3.5.    Load Balancer:

▪    Guaranteed availability of the Load Balancer: 99.98% of availability a month.

▪    0.5% of the cost of the Load Balancer shall be compensated for every 30 minutes of compensable unavailability.

▪    In case of unavailability of the Load Balancer and/or loss of the Load Balancer functionality through the fault of the Contractor, when all Cloud Servers connected to the Load Balancer are in good operating condition and ready to process incoming requests, only the cost of the Load Balancer shall be compensable. The cost of Resources outside the Load Balancer shall not be compensable.

4.3.6.    Backups:

▪    Unavailability of correct backup restoration due to loss of all or part of Backup data shall be compensable.

▪    To receive compensation, the Client shall communicate to the Contractor in the Ticket System a confirmation of the incorrectness of a restored backup or of the impossibility of backup restoration.

▪    100% of the cost of broken Cloud Backup shall be compensable.

**5.    KUBERNETES CLUSTERS**

**Terms and Definitions**

**Basic Kubernetes Cluster** — a Resource that manages the Kubernetes platform and consists of one Kubernetes Master Node

**Failover Kubernetes Cluster** — a Resource that manages the Kubernetes platform and consists of three Master Nodes.

**Master Node** — a Cloud Server that manages the Kubernetes Cluster.

**Node** — a virtual node that is within the area of the Client's responsibility and is a Cloud Servers control object on the Kubernetes platform.

**Pod** — a basic unit that is within the area of the Client's responsibility and is a container control object on the Kubernetes platform.

**5.1.    Service Provision Procedure**

5.1.1. The Contractor shall provide to the Client access to the management of Resources of the Basic and/or Failover Kubernetes Clusters.

5.1.2. The Client may change characteristics of Resources of the Kubernetes Clusters at any moment of time given available Resources according to established Quotas and Limit.

**5.2.    Billing Procedure**

5.2.1. The Service shall be paid according to the postpaid billing model.

5.2.2. Payable shall be the cost of the Kubernetes Cluster. Cloud Servers automatically created by the Kubernetes Cluster on the basis of characteristics set by the Client at the time of the Cluster creation shall be billable in the manner established for the "Cloud Server" Service.

**5.3.    Service Level**

5.3.1. Guaranteed Service availability: 99.98%.

5.3.2. In case of unavailability, 0.5% of the cost of the Failover Kubernetes Cluster shall be compensated for every 30 minutes up to 100% of the cost of this Kubernetes Cluster, except in the following cases:

. Unavailability of Master Nodes of the Failover Kubernetes Cluster over the Internet and from within the Failover Kubernetes Cluster, if the unavailability interval is less than 5 minutes

. Unavailability of the Basic Kubernetes Cluster

. Unavailability of Master Nodes due to individual configuration of the routing rules applied by the Client;

. Unavailability due to installation of a third-party application or other service within the Kubernetes Cluster;

. Unavailability of the Kubernetes Cluster during update or re-configuration;

. Unavailability of Nodes and Pods running as part of the Kubernetes Cluster.

**5.4.    Special Restrictions on the Use of the Service**

5.4.1. Other services, namely, the Global Router and the Cloud Server, shall be used in the Service. All restrictions under the said Services shall apply to the Kubernetes Cluster.

**6.      DATABASE CLUSTER**

**Terms and Definitions**

**Database Cluster** — a Resource created by the Client. The Database Cluster consists of one or several Cloud Servers, with a database version installed at the discretion of the Client, between which replication is set up.

**6.1.    Service Provision Procedure**

6.1.1. The Contractor shall provide to the Client access to the management of the Database Cluster.

**6.2.    Billing Procedure**

6.2.1. The Service shall be paid according to the postpaid billing model.

**6.3. Service Level**

6.3.1. Guaranteed availability:

- for write operations in the Database Cluster: 99.95%;
- for read operations in the Database Cluster: 99.99%.

6.3.2. Unavailability of the Database Cluster during read and/or write operations due to failure of the infrastructure of the Contractor or its partners shall be compensable. Total compensation may not exceed 30% of the cost of the Database Cluster for a month. 0.5% of the cost of the Database Cluster shall be compensated for every 30 minutes, except in the following cases:

- the Database Cluster consists of one Cloud Server;

- Unavailability of the Database Cluster for write operations if the disk space of the Cloud Server is full.

- Unavailability of the Database Cluster for write and read operations in case of recovery of data from a backup, scaling and update by the Client.

**7. DEDICATED SERVERS**

**Terms and Definitions**

**Dedicated Server** — a Resource – a physical server owned by the Contractor or the Contractor's partner and provided to the Client for remote use.

**Dedicated Predefined Configuration Server** — a Dedicated Server that is already built and ready for order, with no option to change components at the time of ordering.

**Dedicated Random Configuration Server** — a Dedicated Server with an option to choose configuration of components at the time of ordering.

**Dedicated Chipcore Server** — a Dedicated Predefined Configuration Server, without a local network, with a limited bandwidth and lower availability requirements.

**7.1. Service Provision Procedure**

7.1.1. The Contractor shall provide to the Client access to the management of a Dedicated Server in one of the technical Pools, at the discretion of the Client.

7.1.2. The Client may change characteristics of the Dedicated Predefined Configuration Server at any moment of time given available Resources in the selected Pool.

7.1.3. The Dedicated Predefined Configuration Server shall be made available: if technically feasible, within two (2) hours after the Service is ordered in the Account and money is debited from the Balance.

7.1.4. The Dedicated Random Configuration Server shall be made available: if technically feasible, within five (5) business days after the Service is ordered in the Account and money is debited from the Balance.

7.1.5. The Dedicated Server shall be set up and built by the Contractor; all Dedicated Server components, not mentioned in the order but necessary for the server, shall be selected at the discretion of the Contractor.

7.1.6. In case of breakdown of the Dedicated Server components, the Contractor shall, within 3 hours from the Client's request via the Ticket System, replace at its expense all broken

components with equivalent ones. If the required spare parts are not available with the Contractor, more capacious/faster spare parts may be temporarily used. If more than 3 hours have passed from the breakdown of the Dedicated Server to the completion of repairs, the Client shall be entitled to compensation.

7.1.7. In case of any technical problems during operation of the Dedicated Server, with no express confirmation from the Client of the breakdown of the Dedicated Server components, the Contractor may propose free-of-charge Dedicated Server diagnostics, and if such is run successfully, the broken component shall be replaced. The diagnostics time shall not be compensable and shall be 12 hours maximum.

7.1.8. Internet access shall be provided through connection of the Dedicated Server to a public IP address or public subnetworks, if technically feasible. Dedicated Servers, except for Dedicated Chipcore Servers, may be jointed in a local network within the Pool.

**7.2.        Billing Procedure**

7.2.1. The Service shall be paid according to the prepaid billing model.

7.2.2. All incoming and outgoing Internet traffic above provided free volumes shall be payable at the rates published on the Contractor's Website.

**7.3.        Service Level**

7.3.1. Guaranteed availability of Dedicated Servers: 100% a month. Guaranteed availability of Dedicated Chipcore Servers: 99.8% a month.

7.3.2. Unavailability of the Dedicated Server due to failure of the infrastructure of the Contractor or its partners shall be compensable. Such unavailability shall be compensated based on the cost of the Dedicated Server, with respect to which downtime has been recorded.

7.3.3. If the Dedicated Server Availability for one calendar month fails to correspond to the specified availability, the Contractor shall provide compensation as follows:

For the Dedicated Server (except for the Dedicated Chipcore Server):

| Service availability per month | Service unavailability time | Compensation amount (in %) |
|---|---|---|
| up to 99.80 % | up to 1 hour 30 minutes | 3 % |
| from 99.79 to 99.58 % | from 1 hour 31 minutes to 3 hours | 10 % |
| from 99.57 to 98.62 % | from 3 hours 1 minute to 10 hours | 30 % |
| from 98.61 to 96.7 % | from 10 hours 1 minute to 23 hours 59 minutes | 70 % |
| up to 96.6 % | more than 24 hours | 100 % |

For the Dedicated Chipcore Server:

| Service availability per month | Service unavailability time | Compensation amount (in %) |
|---|---|---|
| up to 99.8 % | up to 1 hour 30 minutes | non-compensable |
| from 99.79 to 99 % | from 1 hour 31 minutes to 7 hours 18 minutes | 10 % |
| from 98.99 to 98 % | from 7 hours 19 minutes to 14 hours 36 minutes | 30 % |
| from 97.991 to 96.7 % | from 14 hours 37 minutes to 23 hours 59 minutes | 70 % |
| up to 96.6 % | more than 24 hours | 100 % |

**7.4.** **Special Restrictions on the Use of the Service**

7.4.1. Dedicated Chipcore Servers may not be connected to a private network, and no additional IP addresses may be connected.

7.4.2. The Client shall use the Dedicated Server in a standard operating mode that causes no damage to the Dedicated Server components, specifically, without limitation:

- according to the characteristics set by the manufacturers of the Dedicated Server components;

- it shall be prohibited for the Client to change the Dedicated Server characteristics – voltage, frequency, temperature;

- it shall be prohibited for the Client to modify the software pre-installed on the Dedicated Server components (to replace firmware);

- the Client may not breach instructions for the use of the Dedicated Server, published on the Contractor's Website and provided by the Contractor to the Client via the Ticket System.

7.4.3. Upon detection of damage to the Dedicated Server components due to the Client's illegal actions, the Contractor shall notify the Client in the Ticket System, and the Client shall reimburse for the Contractor's costs on the repair of such damage.

**8.** **OBJECT STORAGE**

**Terms and Definitions**

**Object Storage** is a service used to store and distribute an unlimited amount of data.

**Container** is a Level One resource that enables the arrangement of the upload of objects to Object Storage, downloading of objects, binding of domain names and certificates. Containers are characterized by the type determining restrictions of access to the data contained therein.

**Storage Class** is a characteristic that defines the Container type and allows implementing different storage options.

**Standard Storage** is a Storage Class requiring high-capacity fast-response Object Storage.

**Cold Storage** is a Storage Class that is used for less active workload than in Standard Storage and it requires immediate access to rarely used data.

### 8.1. Service Provision

8.1.1. The Contractor shall provide to the Customer access to the service related to the organization of cloud Object Storage and making its resources available to the Customer.

8.1.2. All files uploaded by the Customer to the storage shall be automatically relocated by the Contractor to three independent servers in available Regions.

### 8.2. Billing Mode

8.2.1. The Service shall be provided according to the post-paid model.

8.2.2. The price shall be calculated based on the actually occupied storage space, the outbound traffic, and the number of the executed data requests, according to the selected Storage Class.

8.2.3. The term set in Clause 3.5 of the Terms of Use of Individual Services for Object Storage may be extended by the Contractor to 30 (thirty) calendar days.

### 8.3. Service Level

8.3.1. Guaranteed availability of Object Storage with Standard Storage: 100% a month, of Object Storage with Cold Storage: 99.8% a month.

8.3.2. If the Object Storage availability for one calendar month fails to correspond to the specified availability, the Contractor shall provide compensation as follows:

*Standard Storage:*

| Service availability per month | Service unavailability time | Compensation (%) |
|---|---|---|
| from 100% to 99.98% | up to 7 minutes a month | 1% |
| from 99.98% to 99.8% | from 7.5 minutes to 35 minutes a month | 3% |
| from 99.8% to 99.7% | from 35.5 minutes to 95 minutes a month | 6% |
| from 99.7% to 99.3% | from 95.5 minutes to 140 minutes a month | 10% |
| from 99.3% to 98.8% | from 140.5 minutes to 256 minutes a month | 15% |
| from 98.8% to 96.5% | from 256.5 minutes to 12 hours | 50% |
| from 96.5% to 90% | from 12 hours to 36 hours | 90% |

| Less than 90% | More than 36 hours | 100% |

*Cold Storage:*

| Service availability per month | Service unavailability time | Compensation (%) |
|---|---|---|
| from 99.8% to 99.7% | from 35.5 minutes to 95 minutes a month | 6% |
| from 99.7% to 99.3% | from 95.5 minutes to 140 minutes a month | 10% |
| from 99.3% to 98.8% | from 140.5 minutes to 256 minutes a month | 15% |
| from 98.8% to 96.5% | from 256.5 minutes to 12 hours | 50% |
| from 96.5% to 90 | from 13 hours to 36 hours | 90% |
| Less than 90% | More than 36 hours | 100% |

**8.4.      Special service limitations**

8.4.1.      Entity limits:

| Limit | Value |
|---|---|
| Maximum number of containers | 2,000 |
| Maximum container name length | 128 characters UTF-8 |
| Maximum size of all headers/metadata per account/container/object in the request body | 8 Kb |
| Maximum size of all X-[Account/Container/Object]-Meta-$Name type headers/metadata | 4 Kb |
| Maximum number of headers per account/container/object | 90 |
| Maximum header name length | 64 characters UTF-8 |
| Maximum number of characters in the client header value | 256 characters UTF-8 |
| Maximum object name length | 1,024 characters UTF-8 |

8.4.2.      API request limits:

**S3 API**

| Request type | Limit (requests per second) | Server message |
|---|---|---|
| All requests | 2,000 | Too many authorized requests |
| GET + HEAD | 1,000 | Too many GET requests |
| POST | 200 | Too many POST requests |
| PUT | 300 | Too many PUT requests |
| DELETE | 300 | Too many DELETE requests |

**Swift API**

| Request type | Limit (requests per second) | Server message |
|---|---|---|
| All requests | 2,000 | Too many authorized requests |
| GET + HEAD | 1,000 | Too many GET requests |
| POST | 300 | Too many POST requests |
| PUT (без X-Copy-Form) | 300 | Too many PUT requests |
| PUT (с X-Copy-Form) | 200 | Too many PUT requests |
| COPY | 200 | Too many COPY requests |
| DELETE | 300 | Too many DELETE requests |

## 9.   GLOBAL ROUTER

*Version of 16 October 2023*

**Terms and Definitions**

**The Bandwidth** is the maximum data transfer rate within the network, limited by the maximum Internet access speed of the Region.

### 9.1.   Service Provision

9.1.1.   The Contractor shall provide the Customer with access to an increased Bandwidth to organize network connectivity between the Customer's services in one or more Regions (hereinafter referred to as the Global Router).

9.1.2.   The Global Router is an additional service; basic services shall be provided under the relevant Terms of Use of individual services.

9.1.3.     If technically possible, the network connectivity between the Customer's services in one or more Regions without exceeding the Bandwidth shall be organized within the framework of the Customer's services and shall not be subject to additional payment.

9.1.4.     To order the Global Router, the Customer shall order in the Account the organization of the network connectivity between the Customer's services in one or more Regions without exceeding the Bandwidth and send a notification on the need to increase the Bandwidth to the Contractor in the Ticket System.

9.1.5.     In the notification the Customer shall specify the following:

- Regions of networks to be connected to the Global Router;
- Bandwidth between two Regions to be connected;
- Selected tariff of the Global Router.

If necessary, the Contractor may also clarify other information.

9.1.6.      If technically possible, the Contractor shall connect the Global Router.

9.1.7.      When using the organization of network connectivity between the Customer's services in one or more Regions without exceeding the Bandwidth or the Global Router, the Customer may not permit:

- full utilization of the Bandwidth for more than 10% of the usage time in the accounting period according to the Contractor's data;

- average load rates of more than 70% of the maximum value of the Bandwidth Limit or the Global Router at the selected tariff in the accounting period according to the Contractor's data;

In case of violation of the specified conditions the Customer undertakes to change the tariff upwards, and if there is no technical possibility to reduce the load, the Contractor also has the right to limit the parameters of the Global Router.

**9.2.     Billing Mode**

9.2.1.     The Service shall be paid according to the postpaid billing model.

**9.3.     Service Level**

9.3.1.     The Global Router is guaranteed to be available 99.98% per month.

9.3.2.     If the Global Router Availability for one calendar month is not as specified, the Contractor shall compensate as follows:

| Service availability per month | Service unavailability time | Compensation in % |
|---|---|---|
| up to 99.80 % | up to 1 hour 30 minutes | 3 % |
| 99.79 - 99.58 % | from 1 hour 31 minutes to 3 hours | 10 % |
| 99.57 - 98.62 % | from 3 hours 1 minute to 10 hours | 30 % |

| 98.61 - 96.7 % | from 10 hours 1 minute to 23 hours 59 minutes | 70 % |
|---|---|---|
| up to 96.6 % | from 24 hours | 100 % |

## 10. ADMINISTRATION

*Date March 21, 2024*

**Terms and definitions**

**System** means a collection of software and/or hardware.

**Incident** means unscheduled interruptions of the System's operation or deterioration in the quality of its operation.

**Service Request** means the Customer's request for information or for the Contractor's expert consultation. Service requests do not require System configuration changes.

**Change Request** means the Customer's request for changes in the System configuration. This request shall include a detailed description of the requested change in the System configuration and shall be separately agreed upon by the Contractor.

**Response Time** means the time between the registration of the Customer's request and the Contractor's first feedback.

**Solution Time** means the time between the registration of the Incident and the System recovery and/or the provision of consultation to the Customer.

**8×5 Mode** means providing the Administration from Monday to Friday, on weekdays[1] from 7:00 a.m. to 3:00 p.m. on Coordinated Universal Time (UTC).

**24×7 Mode** means providing the Administration around the clock, including on weekends and holidays.

### 10.1. Service Provision

10.1.1. The Contractor shall render technical support services for the Customer's Systems, including:

- Incident Management Services;
- The Customer's System Monitoring;
- Making changes to the System configuration;

(hereinafter referred to as Administration).

10.1.2. The Administration shall be an additional service, the main services shall be rendered under the respective Terms of Use of individual services.

10.1.3. The Administration shall be ordered by the Customer through the Ticket System.

10.1.4. After ordering the Administration, the Customer shall complete a questionnaire to specify the System characteristics and the contacts of the Customer's responsible persons. The questionnaire is the basis for rendering the Administration, calculating the volume, cost and timing of the Administration.

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[1] except for the following periods: from 30 December to 8 January, from 9 May to 12 May.

**10.1.5.** The Contractor has the right to initiate a kick-off meeting of representatives of the Parties to agree on all terms and conditions of the Administration. The representatives of the Parties attending such meetings shall be deemed to be authorized by the Parties to make decisions on the rendering of the Administration. The results of the kick-off meeting, including information about the timing, cost and scope of the Administration shall be recorded by the Contractor in the Ticket System.

**10.1.6.** The Administration starts to be rendered no later than five (5) calendar days from the date of payment after the Parties have finally agreed on all terms and conditions.

**10.1.7.** A Service Request shall be processed by the Contractor in the 8×5 Mode no later than 40 hours from the date of receipt of the request.

**10.1.8.** The Administration shall not deal with issues related to web development, programming, setting up contextual advertising and mail servers.

**10.1.9.** The Customer may opt out of the Administration in the Ticket System no later than ten (10) calendar days prior to the time of the scheduled disconnection.

**10.1.10.** **Rendering procedure for the Incident Management Services:**

**10.1.10.1.** An Incident shall be prioritized by the Contractor based on the criticality and extent of the damage to the System described by the Customer and shall be reported by the Contractor in the Ticket System. By agreement of the Parties, the Priority may be changed.

**10.1.10.2.** Priorities shall be categorized as follows:

▪ Priority 1 — Cessation of operation or significant deterioration in the quality of the System (for example, complete inaccessibility of the site);

▪ Priority 2 — Significant malfunctions resulting in reduction of the stated capabilities, security level or violation of the controllability of the System (for example, long response time of the site or inaccessibility of the site for some users);

▪ Priority 3 — Malfunctions that do not affect the quality of services, the set of functions performed, or the normal functioning of the Customer's administration facilities (for example, backup server malfunction).

**10.1.10.3.** Incident management timeframes:

| Priority | Service Mode | Response Time | Solution Time |
|----------|--------------|---------------|---------------|
| Priority 1 | Mode: 24×7 | 1 hour | 4 hours |
| Priority 2 | Mode: 8×5 | 1 hour | 8 hours |
| Priority 3 | Mode: 8×5 | 1 hour | 24 hours |

**10.1.10.4.** The Contractor shall perform diagnostics and collecting data about the Incident using remote access tools including:

▪ Incident simulation;
▪ Collecting data from the logs of the System and the monitoring system;
▪ Incident network diagnostics;
▪ Collecting additional information about the Incident (scenario of occurrence, screenshots, etc.);
▪ Performing actions to eliminate the Incident after finding a solution;

▪      Recovery of the System using backups.

10.1.10.5.      Having performing the Incident Management Services, the Contractor shall inform the Customer in the Ticket System about the elimination of the Incident or the impossibility of its elimination, in connection with the actions necessary on the part of the Customer. The Customer shall, within three (3) working days, confirm the closure of the request or clarify the required information. If there is no response from the Customer within the prescribed period, the request shall be closed automatically, and the services shall be considered accepted.

10.1.10.6.      In case of disagreement with the closing of the request, the Customer shall send a motivated refusal to close the request in the Ticket System within the specified period. By agreement of the Parties, the request can be reopened.

10.1.11.      **Rendering procedure for the service of the Customer's System Monitoring:**

10.1.11.1.      The Contractor shall install and configure a proactive monitoring system on the System located on the Contractor's or its partner's equipment in accordance with the main service.

10.1.11.2.      The Customer's System monitoring includes checks of the availability and quality of the System's operation in the 24×7 Mode.

10.1.11.3.      The Contractor shall notify the Customer in the Ticket System in case of detection of incorrect operation of the System, which may affect its availability.

10.1.11.4.      When using the Customer's System Monitoring service, the Customer undertakes to notify the Contractor of the preventive maintenance work being performed, no later than twenty-four (24) hours prior to its commencement. The Contractor shall not respond to the monitoring system reports and shall not proceed to eliminate Incidents while the Customer is performing preventive maintenance.

10.1.12.      **Rendering procedure for the service of Making Changes to the System Configuration**

10.1.12.1.      Without limitation, the Contractor shall address the following typical tasks:

▪      Configuring data backups;

▪      Configuring the collection and storage of system and application logs;

▪      Software updating;

▪      Adding, deleting, and editing firewall rules;

▪      Monitoring for vulnerabilities and applying security updates.

10.1.12.2.      Making changes to the System configuration includes a certain number of hours of scheduled work per calendar month approved by the Parties in the Ticket System. Scheduled work shall be performed by the Contractor in the 8×5 Mode. In the event that the number of hours is exhausted by the Customer or the Customer needs to perform unscheduled work, payment can be made using the Administration hourly rate.

**10.2.**      **Billing Procedure**

10.2.1.      The Service shall be paid according to the prepaid billing model.

10.2.2.      The cost of Administration shall be agreed upon and set by the Parties in the Ticket System depending on the number of services, scope and assigned tasks. The cost set in the Ticket System shall be the basis for billing.

**10.2.3.** The cost of Administration may include a one-time installation payment for the initial configuration of the System, connection of the monitoring system and backup configuration, as well as other actions of the Contractor agreed with the Customer and requiring one-time actions.

## 10.3. Service level

**10.3.1.** In the case of Priority 1, Administration availability is guaranteed at 99.4% per month, no availability is provided for other Priorities or situations without Priorities.

**10.3.2.** If the availability of Administration for Priority 1 for one calendar month is not as specified, the Contractor shall compensate as follows:

| Time of unavailability | Compensation (%) |
|---|---|
| From 4 hours to 8 hours | 10% |
| From 8 hours 1 minute to 12 hours | 30% |
| From 12 hours 1 minute to 23 hours 59 minutes | 70% |
| From 24 hours | 100% |

## 10.4. Limitations

**10.4.1.** The terms and conditions shall not apply to performance or availability problems in the following cases:

- if the problem is due to the use of services, hardware or software not provided by the Contractor or its partner;

- if the Contractor has recommended to the Customer to change the System parameters, but the recommendations have not been complied with;

- if the problem has resulted from unauthorized acts or omissions by the Customer or by agents, contractors, suppliers, or anyone who has gained access to the Contractor's network through the use of the Customer's passwords or hardware, or from the Customer's failure to ensure proper security practices.

## 10.5. Non-competition clause

**10.5.1.** The Customer undertakes not to hire any employees of the Contractor and/or its partner involved in the rendering of the service during the whole period of the Administration rendering, as well as for 12 months after completion of the rendering.

**10.5.2.** If the Customer violates this prohibition, the Contractor shall be entitled to recover compensation from the Customer, including the cost of hiring and training a new employee.

Compensation shall be calculated according to the formula:

*Compensation = X * 6*

*where*

*X is the highest monthly cost of the Service rendered to the Customer in the last six (6) months prior to the Customer's actions violating the prohibition.*

**11.         MAIL SERVICE**

*Version dated May 20, 2025.*

**Terms and definitions**

**Graylisting** is one of the technologies of protection against unauthorized correspondence in the form of automatic filtering of incoming spam at the SMTP protocol level.

**SMTP, SMTP (Simple Mail Transfer Protocol) is a** simple mail transfer protocol used to send and receive e-mail messages over the Internet. Mail servers use SMTP to send, receive, and relay mail messages.

**SMTP relay server** is a mail relay, an intermediary server that accepts e-mail from senders and delivers it to recipients.

**Partner** - mailganer.com, the Contractor's partner, providing the software complex for the Service provision.

**11.1.         Procedure for providing the service**

11.1.1.         The Contractor shall provide the Customer with access to the service of forwarding mail messages (e-mail) via SMTP relay server (hereinafter referred to as the Mail Service).

11.1.2.         The service is provided by the Contractor with involvement of the Partner, who also has access to the forwarded messages.

11.1.3.         When providing the Service, the Customer independently generates the text of mail messages and sends them to the SMTP relay server for automatic checking by filtering rules and further forwarding to recipients.

11.1.4.         The Contractor:

- does not censor the text of mail messages;
- does not organize the storage of mail messages beyond the time required for their automatic verification before forwarding;
- does not ensure functioning of information systems and (or) programs for electronic computers, which are designed and (or) used for receiving, transmitting, delivering and (or) processing electronic messages of Internet users.

11.1.5.         In order to use the Mail service, the Customer must own a domain name from which mail messages will be sent.

11.1.6.         The moment when the Mail service provision starts is when the Customer sends the text of a mail message to the SMTP relay server.

11.1.7.         After the Customer sends the text of a mail message to the SMTP relay server, it automatically becomes a queue for processing, the duration of which cannot exceed 24 hours.

11.1.8.         If the recipient servers of a mail message use Graylisting, the time to deliver messages to such a recipient server may be increased according to the length of the time delay on the recipient server.

**servercore**

11.1.9.    The Customer assures and guarantees the Contractor that forwarding of mail messages is carried out by the Customer only if there is a recipient's consent to receive such messages. In case the recipient refuses to receive mail messages, the Customer is obliged to remove the recipient's e-mail address from the mailing list.

11.1.10.    In case the Contractor receives complaints about the Customer sending spam, illegal information or lack of consent of the recipients, the Contractor has the right to unilaterally refuse to provide the Service to the Customer with notification in the Ticket system.

**11.2.        Charging procedure**

11.2.1.    The Service is billed on a postpaid model.

11.2.2.    The tariffs depend on the total number of mail messages sent within a calendar month. Within a calendar month, if the range determining the Service tariff is exceeded, the tariff of the subsequent range is used for the following mailings.

11.2.3.    Every mail message sent, including those blocked on the recipient's side, is subject to payment.

11.2.4.    Sending the first 1000 mail messages is a Beta Service and is not charged.

**11.3.        Service level agreement**

11.3.1.    Mail service availability is guaranteed at 99.99% for the month.

11.3.2.    Compensation for Mail service unavailability in case of SMTP relay server unavailability during a continuous 5-minute interval due to failure of the Contractor's infrastructure. Compensated 0.5% of the cost of the Mail service for the previous 30 calendar days for each 30 minutes.

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**Annex No 1 to User Agreement**
**ABOUT SERVERCORE GROUP**

This exhibit constitutes an integral part of the User Agreement (the "Agreement). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Agreement. The Exhibit shall specify:

(1)      the Servercore Group company that is the Contractor according to the country of your Account;
(2)      its applicable laws;
(3)      Agreement clauses conditioned on the Contractor's applicable laws.

You must give valid data on the country relating to your tax registration. You can change the country, in which case the country of your Account will change, too. No change currency option is available.

| Account country | Contractor | Details | Applicable laws | Service region | Currency | Updated Agreement clauses in accordance with the applicable laws |
|---|---|---|---|---|---|---|
| CIS countries (except for Uzbekistan) and Georgia | MSS LLP, Kazakhstan | https://serverco re.com/legal | Kazakhstan | Kazakhstan | Kazakh Tenge — for residents and non-residents | **Recitals**<br><br>The Agreement is a public offer in accordance with Article 395 of the Civil Code of the Republic of Kazakhstan. Taking actions to accept the Agreement shall mean an acceptance of the offer, according to paragraph 3 of Article 396 of the Civil Code of the Republic of Kazakhstan. |
| | | | | | | **Paragraph 4.6.**<br><br>There is no provision for third party payments.<br><br>The Contractor undertakes, within five (5) working days after completion of the reporting period, to issue electronic reporting documents and a statement of Services rendered to the Customer in the Account. The reporting period shall mean a calendar month.<br><br>The Contractor shall exchange documents in |

| | | | | | |
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| | | | | | electronic form via telecommunication channels through an authorized operator via an electronic document management system in compliance with the requirements of the legislation of the Republic of Kazakhstan, effective on the date of sending the document.<br><br>If necessary, the Customer has the right to request through the Ticket System the sending of reporting documents to the postal address.<br><br>Reporting documents shall be considered to be signed by the Customer, and the Services shall be considered to be rendered by the Contractor and accepted by the Customer in their entirety, if there are no objections regarding the quality and volume of the rendered Services, within 10 calendar days from the date of issuance of the reporting documents by the Contractor. |
| Uzbekistan | "SERVERCORE CIS", FE LLC., Uzbekistan | | Uzbekistan | Uzbekistan | Uzbek Som — for residents | **Recitals**<br><br>The Agreement is a public offer in accordance with Article 367 of the Civil Code of the Republic of Uzbekistan. Taking actions to accept the Agreement shall mean an acceptance of the offer, according to Article 370 of the Civil Code of the Republic of Uzbekistan. |
| | | | | | | **Paragraph 4.6.**<br><br>There is no provision for third party payments.<br><br>The Contractor undertakes, within five (5) working days after completion of the reporting period, to issue an electronic tax invoice (hereinafter – ETI) and a |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | | | | statement of Services rendered (hereinafter – SSR) to the Customer in the Account. The reporting period shall mean a calendar month.<br><br>The Contractor shall exchange documents in electronic form via telecommunication channels through an authorized operator via Didox electronic document management system in compliance with the requirements of the legislation of the Republic of Uzbekistan, effective on the date of sending the document.<br><br>If necessary, the Customer has the right to request through the Ticket System the sending of reporting documents to the postal address.<br><br>The ETI and the SSR shall be considered to be signed by the Customer, and the Services shall be considered to be rendered by the Contractor and accepted by the Customer in their entirety, if there are no objections regarding the quality and volume of the rendered Services, within 10 calendar days from the date of issuance of the ETI and the SSR by the Contractor. |
| **African Union and all other countries (except for CIS countries and Georgia)** | **Servercore Africa LTD** | | **Kenya** | **Kenya** | **Kenyan Shilling — for residents**<br><br>**Euro — for residents of the Euro zone.**<br><br>**US dollar — for non-residents of the Euro zone.** | **paragraph 4.6.**<br><br>There is no provision for third party payments.<br><br>The Contractor undertakes, within five (5) working days after completion of the reporting period, to issue an invoice to the Customer in the Account. The reporting period shall mean a calendar month<br><br>The Contractor shall send the invoice by e-mail.<br><br>If necessary, the Customer has the right to request |

| | | | | | | through the Ticket System the sending of the invoice to the postal address.<br><br>The invoice shall be considered to be accepted by the Customer, and the Services shall be considered to be rendered by the Contractor and accepted by the Customer in their entirety, if there are no objections regarding the quality and volume of the rendered Services, within 10 calendar days from the date of issuance of the invoice by the Contractor |
|---|---|---|---|---|---|---|
| | | | | | | **paragraph 14.4**<br><br>In the event that any dispute has arisen and the parties have not been able to settle the same, within ten (10) buisness days then, any party may elect to commence arbitration. Such arbitration shall be referred to arbitration by a single arbitrator to be appointed by agreement between the Parties or in default of such agreement within ten (10) buisness days of the notification of a dispute, upon the application of either Party, by the Chairman for the time being of the Kenya Branch of the Chartered Institute of Arbitration of the United Kingdom. Such arbitration shall be conducted in Nairobi in accordance with the Rules of Arbitration of the said Institute and subject to and in accordance with the provisions of the Arbitration Act 1995. To the extent permissible by law, the determination of the Arbitrator shall be final, conclusive and binding upon the Parties hereto. Pending final settlement or determination of a dispute, the Parties shall continue to perform their subsisting obligations hereunder.<br><br>**paragraph 14.5** |

| | | | | | | The validity, construction and interpretation of these Terms and Conditions and the rights and duties of the parties hereto shall be governed by the laws of Kenya and the parties hereby submit to the non-exclusive jurisdiction of the High Court of Kenya. |
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