



## CONTRACT

(public offer)

for communication services

(Edited 28 March 2019)

"Selectel" Co. Ltd., hereinafter referred to as "the Executor", acting by [license 170444 dated 07.03.2019 and licenses 125965, 125964, 125963 dated 31.12.2014](#), represented by Chief Executive Officer Oleg Igorevich Lyubimov, acting on the basis of the Charter, this public offer proposes to conclude the Agreement for the provision of telecommunications services. To accept this Offer, you, the "Customer", concludes the contract on the terms in the order and volume defined by this Offer. Further, in the text of this Offer, the Customer and the Executor, together referred to as the "Parties", have concluded this Agreement (hereinafter - the Agreement) as follows:

### Terms and abbreviations used in the present Contract

**The Customer's control panel** - web page intended for managing the Services rendered by the Executor, maintaining the actual Customer's contact information and providing other information, necessary to the Executor to render Services to the Customer. The access to the Customer's control panel is implemented on address <https://my.selectel.ru/>. The access to the web page is arranged via secured protocol and only after identifying the Customer.

**Ticket system** - messaging system between the Customer and the Executor by means of sending / receiving requests via electronic form at the Customer's profile control board.

**Profile** - information intended for identifying the Customer during the process of rendering the Services. The Profile information is the user name (login), password to access the Customer's profile control panel (password) and the Agreement number.

**The Customer's personal account** - a record, reflecting the financial interactions between the Executor and the Customer. The Customer's personal account shall be increased on the amount of payments, made by the Customer to the Executor in order to prepay the Services rendered by the Executor to the Customer, and shall be decreased on the cost of the optioned and connected Services.

**U(Rack Unit)** - unit of measurement of height of the equipment, located in server rack or in the cabinet. 1U is equal to 4.445 cm.

**Technical platform (data center)** - a special-purpose building (room) for server and communication equipment and for Internet network connection.

**Server rack** - a structure designed for comfortable, compact, adaptable and safe mounting of the communication equipment - servers, routers, data sets, exchange stations etc.

**SPAM** - the use of electronic messaging systems (including e-mail, ICQ etc.) to send unsolicited bulk messages indiscriminately.

**Dedicated server** - a physical server owned by the Executor, the resources of which are made available to the Customer.

**Colocation** - provision of space by the Executor for physical location of the Customer's equipment in a data center.

**Custom dedicated server** - a physical server with the opportunity of choosing the hardware components, owned by the Executor, the resources of which are made available to the Customer.

**Cloud Storage** - the cloud file hosting, destined for backup copies storage and static files distribution.

**OS** - operating system.

**SW** - software.

**IP address** - unit address in Internet.

**Traffic** - volume of information sent via network.

**SLA (Service Level Agreement)** – agreement regarding level of services subject to the Contract.

### 1. General Provisions

1.1. The subject of the Contract is the rendering of one or more Internet communication services, selected and ordered by the Customer independently from the list:

- Service "Colocation";
- Service "Dedicated Server";
- Service "Software for Rent";
- Service "Cloud Storage";
- Service "Monitoring";
- Service "Administration";
- Service "Virtual Private Cloud".

- Service "Cloud powered by Vmware";
  - Service "CDN";
  - Service "Backup".
- 1.2. Technical properties, features, guarantees for the services rendered to the Customer are specified in the relevant Service Level Agreements (SLA) (hereinafter referred to as "the Agreements"), which are published on the official Executor's site: <https://selectel.com/about/documents/>. Service descriptions, costs, terms of use, ordering procedure, and other conditions are also published on the Executor's official site (<http://selectel.com/services/>) in the corresponding service's section.
- 1.3. The contract is considered concluded the moment funds have been added to the Customer's balance/personal account. The Customer guarantees that he has familiarized himself with the terms of the Contract, the Agreements described in point 1.2, and tariffs, and that he accepts and expresses consent to all terms stated therein. Additionally, the Customer confirms that he has familiarized himself with the service description, ordering procedure, and terms to the provision of services by the Executor, published on the Executor's site and corresponding SLA. The Customer agrees that the Executor has the right to refer to this information when carrying out the conditions of this Agreement.
- 1.4. When registering on the Executor's site, by sending an SMS at the Executor's request from the number provided by the Customer during registration, being considered a conclusive action of consent, the Customer confirms:
- during registration, the Customer has provided authentic information, including his full name;
  - the Customer is the owner of the SIM card and corresponding phone number provided during registration, to and from which SMS messages are sent to confirm the Customer's identity; or
  - (if the Customer is not the owner of the SIM card) the owner of the SIM card and corresponding phone number provided during registration, to and from which SMS messages are sent to confirm the Customer's identity, has consented to the use of their phone number for such actions.
- 1.5. Customer confirms that he knowingly and willing agrees to have the following information gathered, transferred, and stored for future identification purposes during the provision of the services: full name, ID information, birthday, address, phone number, and email address (known collectively as "Personal Data"). The Customer confirms that he is aware the term for storing personal data is no less than 3 (three) years; that personal data can be given upon the competent state body's request in accordance with the requirements of the current legislation; and that in accordance with Federal Law 152-FZ on Personal Data, dated 27.07.2006, the Customer has the right to receive information regarding personal data and to revoke his consent to have personal data stored. The Customer confirms that he understands that personal information will not be distributed or given to any third party without consent (unless requested by the competent state bodies as required by the effective legislation or to a processing center to process payments via bank card). Personal information provided will be used solely to conclude the Contract and execute its terms and conditions. Personal data may only be transferred across borders with the Customer's consent or when directly approved by a standing international agreement between Russia and other countries.

## 2. Rights and Obligations of the Parties. General Provisions

### 2.1. Rights and Obligations of the Executor

- 2.1.1. Render services in accordance with the legislative and other regulatory legal acts of the Russian Federation, the present Contract and the Agreements.
- 2.1.2. For the whole period of the Services, the Executor shall assume responsibility for continuous operation of its equipment used during the Services, except for the scheduled maintenance and works resulting from equipment or software errors, as well as when it is impossible to properly use the Executor's own resources caused both directly or indirectly due to actions or omissions of the third parties and/or non-serviceability of transport and information channels located outside the Executor's own resources, as well as due to accidents and force-majeure.
- 2.1.3. The Executor shall inform the Customer of scheduled maintenance or blackouts no later than 3 (three) calendar days prior to such operations via fax or ticket system, or by posting the relevant information to the official site of the company or the Customer's control panel, provided the scheduled maintenance makes it impossible to use the Services. These interruptions shall not be compensated for. In the event of an unplanned blackout or emergency, the Executor shall start resolving the issue immediately and inform the Customer of unplanned downtime if possible.
- 2.1.4. By the Customer's request, send invoice and the service performed report within 5 (five) business days after termination of the reporting period. The term "reporting period" in the present Contract means a calendar month. The Executor shall publish the copies of the invoice and service performed report with seal and signature at <https://my.selectel.ru/>.
- 2.1.5. To consult the Customer on a round-the-clock basis on any questions resulting from the execution of the Contract via ticket system, and on other questions - by phone (812) 677-80-36.
- 2.1.6. Within the whole period of the Contract, in case any doubts as to the relevance of the data provided by the Customer arise, to request additional information and (or) confirmation of the information which had already been provided. A request shall be sent via e-mail to the Customer's address and/or via ticket system. In case these data are not provided by the Customer within 14 (fourteen) calendar days as from the moment of sending the first request, then:
- either reject the Customer's request for the new service;
  - suspend the services;

- or reject the Customer's request to extend of the service.

The above-mentioned limitations may be removed within 3 (three) business days from the moment the Customer provides the information requested, provided the information is reliable. In the event the requested information is not provided within the specified period from the moment the first request is sent, the Executor is entitled to terminate the Contract.

2.1.7. To suspend services in the following cases:

- when the services may endanger defensive potential of the state, people's health and safety;
- if the Customer does not make payments for the services rendered;
- if the Customer uses or intends to use communication equipment for unlawful purposes or uses communication services in an illegal manner, operates the equipment provided violating safety operation regulations or uses the equipment which had not been certified by certification system "Svyaz";
- in any event covered in the Contract.

If during the period of the Services suspension the Customer doesn't fix the violations, the Executor is entitled to terminate the agreement unilaterally without prior notification of the Customer. The Executor shall not be responsible for illegal actions of the Customer.

2.1.8. In case any gross violation of information security requirements is revealed, which may endanger operability of resources of other local or global computer network (which is not owned by the Customer), the Executor is entitled to lock the use of Equipment or separate services or resources of the Customer which violate the safety rules specified in Agreements published on the Executor's official site <https://selectel.com/about/documents/>.

2.1.9. In order to inspect compliance with the safety requirements, the Executor shall reserve the right to systematically scan the Customer's services and servers using special SW, provided it shall not harm the Customer's equipment or the information contained in it. The Executor shall inform the Customer of any exposures revealed during such inspection, and the Customer shall take necessary measures to eliminate them. In case the Customer doesn't execute this term, the Services may be suspended till the moment the vulnerabilities are eliminated.

2.1.10. The Executor is entitled to power down the Customer's equipment for scheduled maintenance in accordance with the relevant Service Level Agreement (SLA) for each service. These interruptions shall not be compensated.

2.1.11. The Executor has the right to make changes to the personal data of the legal entity of the Customer (the data into account, the control panel), in case of discrepancies between the data given by the Customer and data of the Executor. Executor makes changes in strict accordance with the registration data of the Customer and shall notify the Customer via the ticket system. In the absence of data Executor may suspend the provision of services to the detection date and before the date of the Customer's constituent documents confirming the authenticity of the data. Contractor may request a copy of the Customer's constituent documents. In the case of data validation within the periods specified in para. 2.2.9 of the contract, the Executor is entitled to refuse the Customer in the future provision of services, disable and / or remove the customer's account.

## 2.2. Rights and Obligations of the Customer

2.2.1. The Customer undertakes to timely pay for the Services hereunder.

2.2.2. The Customer shall provide confidentiality of his account information (login and password assigned to him). The Customer shall be fully responsible for the consequences of losing authorization data.

2.2.3. During the registration process, the Customer must provide the Executor with a phone number, which will be sent SMS notifications in order to confirm the Customer's identity, and authentic information regarding his identity by entering it into the Customer's control panel. This information, specifically the Customer's full name, should match the information in the documentation provided verifying the Customer's identity.

2.2.4. During the validity period of the present Contract, the Customer shall be entitled to make new orders to the Services on the basis of an additional request via the Customer's control panel.

2.2.5. Customer shall comply with and fulfill the requirements of this Contract, as well as any and all agreements, regulatory documents, appendices, and standards for individual services published on Executor's official site.

2.2.6. The Customer shall timely inform the Executor about changing the information concerning the contact person, identity document, contact phone and e-mail address via the ticket system.

2.2.7. The Customer shall provide safety and relevance of his equipments' SW used during operations and comply with the rules of using Microsoft software published on the Executor's official site <https://selectel.com/about/documents/>.

2.2.8. When using equipment to perform the activity which, according to the Russian law, should be licensed and certified, the Customer should have relevant licenses, certificates and other approvals which are necessary to perform the above-mentioned activities on the territory of the Russian Federation. In case of absence of the necessary certificates and licenses The Executor shall not be responsible for the Customer using the equipment with the violation of the current legislation.

2.2.9. Customer shall, within the term of the contract to monitor the relevance of the data contained in the constituent documents in a timely manner (within 5 (five) working days, notify the Executor in case of change of name, location, change of CEO and in the case of other changes. On request Executor to provide constitutive (founding) documents within five (5) calendar days from the date of receipt of such a request.

2.2.10. Customer shall send Executor a signed report (or delivery note) of work performed by Executor in accordance with section 2.1.4. within 15 (fifteen) business days after the end of the reporting period. Services shall be considered fully rendered

and accepted, including instances where Customer fails to submit a signed report of work performed within the established time.

- 2.2.11. Upon Executor's request, Customer shall promptly remove any and all violations of exclusive rights to the results of intellectual activity. Failure to comply with Executor's requirement for the prompt removal of violations shall serve as the grounds for the disabling, blocking, or suspension of services without compensation until the violations have been removed. A repeat violation of exclusive rights to the results of intellectual activity shall entitle Executor to immediately terminate the Contract without any prior notice.

### **3. Peculiarities of Individual Types of Services**

- 3.1. In case the Executor renders services on colocation, network connection and operation of the equipment, the Executor shall, by the Customer's order, take the responsibility to arrange equipment provided by the Customer at technical platform in the Executor's server rack, connecting it to the Executor's local network and providing data exchange with the Internet network, and the Customer shall pay for the services provided in accordance with the Contract.
- 3.1.1. The Customer's equipment should comply with the requirements specified in the regulations published on the official site of the Executor at the following address: <https://selectel.com/about/documents/>, and should be inspected by the Executor's technical expert, who, in case of non-compliance, can reject the equipment and require it to be replaced or modified.
- 3.1.2. The assembly of the equipment into the server rack should be implemented in accordance with the technical regulations published on the official site of the Executor <https://selectel.com/about/documents/>. The arranged equipment should comply with the electrical safety requirements to the equipment arranged at communication centers. In case the equipment is damaged due to non-compliance with the requirements, the Executor shall not be responsible for the compensation of the equipment cost or its repair.
- 3.1.3. In case no prepayment is received, the Customer should cover the expenses related to storage of the equipment. The cost of storage is 30% of the subscription fee per month for each month of storage.
- 3.1.4. During the working day of the Executor, the Customer shall deliver his/her equipment to the Data center and transfer it to the Executor, drawing up an Act as per the form published on the official site of the Executor <https://selectel.com/about/documents/>, specifying personal data of the Customer's representative who had delivered the equipment, and attach power of attorney authorizing him to sign the documents and transfer the equipment, or affix the Customer's company seal. In case the Act and the power of attorney is absent the Customer's equipment shall not be received by the Executor. The template of the power of attorney on the equipment transfer to the Executor is published on the official site of the Executor <https://selectel.com/about/documents/>.
- 3.1.5. The Customer's equipment shall be installed by the Executor's employees within 1 (one) business day after paying for the services: colocation, network connection and operation of equipment; and delivery of equipment to Data center, unless otherwise specified.
- 3.1.6. When the equipment is installed in the Data center, the Executor shall inform the Customer about connection via ticket system.
- 3.1.7. In case of termination of the Contract with the Customer and in case of replacement of his/her equipment, the Executor within 3 (three) business days as from the moment of termination of the Contract or the date of sending a request to replace the equipment shall disconnect the corresponding equipment of the Customer.
- 3.1.8. In case the Customer had not informed the Executor's personnel in due time about the method of disconnecting the equipment, it should be disconnected by the method which the personnel sees proper. In such case, the Executor shall not be liable for proper operation of the computer software installed at the arranged equipment after such disconnection.
- 3.1.9. The equipment shall be returned to the Customer at the technical platform located at the address specified in the Act of acceptance. Unless otherwise specified, the authorized representative of the Executor shall transfer the equipment to a person authorized by the Customer, drawing up Act as per the form published on the official site of the Executor <https://selectel.com/about/documents/>, specifying personal data of the Customer's representative who takes the equipment. The Customer's representative should attach power of attorney authorizing him/her to sign the documents and accept the equipment or affix the Customer's seal. In case the Act and the power of attorney is absent the Customer's equipment shall not be transferred by the Executor. The template of the power of attorney on the equipment acceptance from the Executor is published on the official site of the Executor <https://selectel.com/about/documents/>.
- 3.1.10. In case of loss or damage through the fault of the Executor of the specified equipment which was transferred to the Executor, the latter shall compensate for the cost of the lost equipment or overhaul of the damaged equipment based on its cost, considering depreciation.
- 3.1.11. The Executor is entitled to refuse to transfer equipment to the Customer, in case the latter has any debts. The Executor is entitled to keep the Customer's equipment until the debt is paid.
- 3.1.12. The Customer is entitled to perform scheduled maintenance or other operations with regard to his/her equipment installed in the Data center.
- 3.1.13. These operations can be performed by technical specialists of the Customer, the list of which (including their first names, last names, patronymic, personal data) should be provided not later than 1 (one) business day prior to the operations via ticket system. The Customer's employees, when visiting the data center, should carry a passport.
- 3.1.14. The Customer's representatives are not allowed to enter and to perform scheduled maintenance in the Executor's process rooms where the equipment is located.

- 3.1.15. The Customer's equipment scheduled maintenance may be performed not more than twice a week and 6 (six) hours per week. The Executor's technical personnel should be notified about the scheduled maintenance to be performed not later than 1 (one) business day prior to maintenance operations.
- 3.1.16. The Executor is entitled to refuse the Customer to access the equipment, in case the Customer has any debt liabilities.
- 3.1.17. The Customer shall independently operate his/her equipment by means of remote access via public communications network and independently install the proper computer software on the equipment.
- 3.1.18. The Executor's employees may perform control and adjustment of the Customer's equipment only with the Customer's representatives.
- 3.2. If Executor provides dedicated servers, custom servers, or virtual private cloud, Executor shall provide informational and technical services, i.e. the Executor's server resources or the Executor's limited server resources, and the Customer shall pay for these services.
  - 3.2.1. In case there is any technical possibility, the server shall be installed and set at the platform with persistent connection to the Executor's local network within 5 (five) business days as from the moment of cash inflow under the present Contract. After the server is installed, administrative password shall be sent to the Customer's electronic address and/or via ticket system.
  - 3.2.2. In case there is no technical possibility to render services set out in the present Contract, the Executor shall notify the Customer by means of sending a message to the Customer's e-mail and/or via ticket system specifying the reasons why the service cannot be rendered within the specified period set out in par. 3.2.1.
  - 3.2.3. The Customer shall independently operate equipment by means of remote access via public communications network and independently install the proper software on the equipment.
  - 3.2.4. In case any component parts of the dedicated server break down, the Executor shall at his expense replace all the unserviceable parts with the similar serviceable ones within 12 (twelve) hours. In case of absence of the necessary component parts, temporary use of faster component parts is permissible. In case more than 12 hours pass from the moment of the server breakdown till the moment of repair, the term of execution of the services shall be adequately postponed for the period of repair of the dedicated server.
  - 3.2.5. In case there is no cash inflow within 7 (seven) calendar days as from the moment of expiration of the paid period, the Executor can remove all the Customer's files stored at the Executor's equipment dedicated for the Customer and then use this equipment for third parties. The said period can be extended as agreed by the Parties.

#### **4. Price of Contract and Terms of Payment**

- 4.1. The cost of the Services shall be determined according to the tariffs published on the Executor's official site. All prices are given in Rubles and include VAT calculated at the rate provided for in par. 3 art. 164 of the Tax Code of the Russian Federation. All payments shall be made in Rubles.
- 4.2. References to tariffs are published on the Executor's official site: <https://selectel.ru/prices>. Customer guarantees that he has familiarized himself with the tariffs, published on the official site of the Executor and corresponding SLA (if no tariff is listed on the site).
- 4.3. The Services shall be paid in advance for any number of months of using the Services, on the basis of the bill, made out by the Customer in the Customer's control panel independently. The Services shall be provided only if there are enough monetary resources at the Customer's personal account (there are no payments due). The Executor can immediately suspend the services if there is no sufficient money for prolongation of the services.
- 4.4. If Customer is not a Resident of the Russian Federation, the total contracted amount shall not exceed 6,000,000.00 (Six million) rubles and 00 kopeks during the effective period of the Contract.
- 4.5. The volume of the consumed Services is determined on the basis of the Executor's profile. The basis for writing off certain amounts of the personal account for the Services is the data received with the help of the equipment used by the Executor to register the volume of the Services rendered, as well as the fact of rendering the Services.
- 4.6. The Executor can change tariffs and terms of rendering services (effective at the moment of signing the Contract) unilaterally, having notified the Customer via e-mail to the Customer's contact address and/or via ticket system not later than 15 (fifteen) calendar days prior to the moment of such change. Notification is considered received by the Customer if the Customer 4 provided a false email address, does not check his email, or does not inform the Executor of a change to his email address.
- 4.7. Payments shall be made in Rubles by transferring the necessary amount to the Executor's banking account, including by means of payment system.
- 4.8. The Customer shall be solely responsible for proper payments. In case the Executor's banking details change, from the moment of publishing new banking details on the Executor's official site the Customer shall be solely responsible for the payments executed to the out-of-date bank account, which is different from the banking details stated in the new made out bill.
- 4.9. When the payments are executed via bank, the fact of paying for the Services is deemed to be confirmed after receiving the information from the bank about placing the monetary funds to the Executor's account, and comes to be the basis for the Customer's personal account replenishment.
- 4.10. The Services consumed by the Customer shall be accounted in accordance with the Executor's rating unit.
- 4.11. The option and order of Services should be executed by the Customer independently via the Customer's profile control panel. The render of the Services starts from the moment of its connection is case there are enough monetary resources at the Customer's personal account. The exception is made for the Services rendering which requires the Executor's confirmation (the terms of rendering such services are stated in the Agreements).

- 4.12. In case the payments are made by the third party, the following conditions should be observed:
- for a physical person (a payer) - provide a power of attorney to represent the Customer
  - for a legal entity (a payer) - specify "Paying for ... (Customer's name), for personal account No. (account number)" in the "Payment details" field or Provide written notification from the third party performing the payment, bearing the signature and stamp of the entity authorized to specify/change payment details and containing information on the Customer for which payment was made.
- The payment shall only be registered if the above-mentioned conditions are met.
- 4.13. At the Customer's request, the Executor shall return the cost of paid services for completely unused months to the Customer's balance before the end of the paid period.
- 4.14. If a discount is issued for a service, then in accordance with the SLA, all terms and conditions for said discount will be given on the Executor's site as well as in the control panel starting the moment such offer comes into effect. By ordering the service and making the initial payment under the terms and conditions of the discount, the Customer expresses his agreement with and unconditional acceptance of the rules of this paragraph. The service discount is effective exclusively under the condition that the terms and conditions for each individual service are fully complied with. If the terms and conditions are not met for the services that discounts are applied to, Executor must pay the difference in cost for said services at the standard conditions and at the discounted conditions. The difference shall be paid for the full period the service was provided no later than 5 (five) business days after the service was refused. If funds are available on the Customer's balance, the total amount due will be debited by the Executor and notification will be sent to the Customer.

## **5. Non-disclosure**

- 5.1. The Parties hereto confirm that the information they exchange during the preparation of and after signing the present Contract is confidential in nature, is valuable for the parties and should not be disclosed, as it is an official and/or trade secret, is of actual and potential commercial value due to the fact it is unknown to third parties and is not freely accessible on a legal basis. Not any part of such information can be disclosed by any Party to the third parties without prior written consent of the other Party within the period of validity of the present Contract, as well as within 5 (five) years after termination of the Contract by any reason. Any information sent via ticket system or email or received by a Customer representative, being present at a data center, is confidential in nature. Photography and filming is prohibited in the Executor's data centers without written consent from the Executor. In the event any such information is disclosed, the Executor has the right to refuse the Customer further services, starting the date the disclosure was learned of, as well as to demand compensation for losses incurred from the Customer's disclosure of confidential information.
- 5.2. The information described in p. 5.1. cannot be published or made known to any third party without the written consent of the other Party during the period of validity of the Contract, as well as for 5 (five) years after its termination, regardless of the reason.
- 5.3. Each Party shall take all the reasonable measures to prevent illegal disclosure of confidential information. In this case, the measures taken should be as substantial, as those which the Party takes to keep its own similar information.
- 5.4. The Executor can disclose information about the Customer only in accordance with the Russian legislation.

## **6. Liabilities of the Parties**

- 6.1. The Parties shall be liable for improper execution of obligations hereunder according to the Russian legislation, considering the terms of the Contract and Agreements and shall provide non-disclosure of the Customer's profile data (a set of passwords for access to the Executor's technical resources and other Customer identifying information). The Executor shall have access to the Customer's information only for the purpose of technical support.
- 6.2. The Executor shall not guarantee that SW or other materials received with the help of the services rendered contains no viruses or other harmful components and is not liable for direct or indirect damage to the Customer as a result of error, omissions, breaks, delays, removing files and other defects during data transfer. The Executor's liability for the losses resulting from the present Contract cannot exceed the amount of monthly payment for the services hereunder.
- 6.3. The Executor shall not be liable for:**
- 6.3.1. Any damage suffered by the Customer due to Customer's disclosure, loss or impossibility to receive his profile data. Any person who had communicated passwords and other confidential information necessary to identify the Customer or who uses these data for authorization in the profile control panel is deemed to be a representative and a person acting on his behalf. In case the data are lost, access to the Customer's profile can be provided only when the originals of Customer's identification documents are submitted. Access to the Customer's account (the restoration of the Customer's login and password) is provided by the method chosen by the Customer in the control panel.
- 6.3.2. For the lost profit and for any indirect losses suffered by the Customer during the period of using and not using the Executor's services.
- 6.3.3. For proper functioning of the Internet Network and its parts, as well as for their availability for the Customer, as the Internet is a voluntary association of various networks and resources.
- 6.3.4. For any information, product or service received via Internet network, as well as when they are located at the Executor's own resources.

- 6.3.5. For changing properties, functions and quality of services rendered to the Customer, in case such services are not expressly described in the Contract.
- 6.3.6. For quality, correctness and absence of harmful components in the used of offered to the Customer SW at the Executor's servers and other Internet Network servers, in case such SW was not developed by the Executor himself or in case the Customer uses the equipment which had not been certified by Certification System "Svyaz", as well as for the quality of communication lines, in case they are provided by other organizations.
- 6.3.7. For delays, breakdowns and impossibility of proper use of the Executor's own resources, directly or indirectly due to actions or omissions of the third parties and/or in serviceability of transport and information channels located outside the Executor's own resources.
- 6.3.8. For any illegal actions of the third parties.
- 6.4. The Customer shall be independently liable for the contents of the information (authorizing the Customer) transferred by him or by any third party under his network details via the Internet Network and the Executor's own resources, for reliability of such information, absence of any claims of the third parties, legality of its distribution and harm caused by his actions (personally or by another person under his network details) to the property of physical persons or legal entities, the state or the moral code of the society. The Executor shall not be liable for the contents of the information transferred by the Customer via Internet network and the Executor's own resources.
- 6.5. The Customer shall be fully liable for the compliance of the contents of his/her server (site) and the fact of distribution (transfer) of this information with the effective legislation.
- 6.6. The Customer shall be fully responsible for the risks related to the use of Internet Network via the Executor's resources and/or services.
- 6.7. The Executor, reserving all the rights hereunder, can immediately suspend the Services in the following cases:
- if, on the justified opinion of the Executor, the use of Services by the Customer can harm the Executor and/or cause breakdown of technical and software equipment of the Executor and the third parties;
  - actions of the Customer aimed to send, publish, transfer, reproduce, distribute or use the computer software and/or other materials received when using the Services in any form, fully or in part, protected by copyright or other rights, without any consent of the rightholder;
  - actions of the Customer aimed to send, publish, transfer, distribute in any form any information or computer software which contains viruses or other harmful components;
  - actions of the Customer aimed to send advertising information (spam) without any consent of the addressee, provided there are written applications of the spam receivers to the Executor containing justified claims to the Customer. In this case, "Spam" is defined on the basis of common "network use rules" published in the Internet network and being custom business practice;
  - distribution and/or publication of any information which contradicts to the effective Russian legislation, requirements of the licenses of the Ministry of communication of the Russian Federation (Ministry of Information Technologies and Communications of the Russian Federation), international regulations and prejudice the rights of the third parties;
  - publication or distribution by the Customer of any information or computer software which contains codes acting similar to computer viruses or other similar components;
  - advertising services, products, other materials, which is limited or prohibited for distribution by the effective legislation;
  - falsification of IP address, as well as the addresses used in other network protocols when transferring data in Internet network;
  - use of invalid return addresses when sending electronic messages;
  - taking actions violating common function of the Internet network components (computers, other equipment or computer software) which are not owned by the Customer;
  - taking actions to obtain illegal access to the Network resource (computer, other equipment and information resource), subsequent use of such access, as well as destroying or modifying computer software or the data which are not owned by the Customer without any consent of the owners of such software or data or the administrators of this information resource. Illegal access is deemed to be any other method different from that which is assumed by the resource owner;
  - actions to transfer senseless and useless information to the computers or equipment of the third parties, which creates excessive (parasitic) load for these computers or equipment, as well as intermediate section of the Network, in volumes exceeding the minimum permissible one for inspecting connectiveness and accessibility of its separate components;
  - actions to scan internet sites in order to reveal the underlying structure of the sites, safety vulnerability, lists of open ports etc. without any express consent of the owner of the inspected site;
  - other actions which are not specified in the Contract and/or Standards but contain components of criminal or administrative crime or violate rights and legal interests of the third parties;
  - in case the Executor receives relevant instruction from the federal body governing such relations and having relevant authority in accordance with the effective Russian legislation.
  - in the event a third party notifies the Executor of a repeat Customer violation, then until the Customer removes the subject of the complaint contained in the third party's message to the Executor.
  - for failure to fulfill par. 2.2.11 of this Contract.
- 6.8. If the Customer does not remove the violations listed in par. 6.7 within 30 (thirty) days after the Executor learns of such violation, the Executor shall have the right to terminate the Contract after the end of such period.
- 6.9. The Executor shall not monitor the contents of the information which is stored, published or distributed by the Customer using the Executor's services, and shall not be liable for the accuracy, quality, and contents of such information the

Executor shall not be liable for the contents of information sites created and maintained by the Customer or users and shall not perform any censorship. In the event of a gross violation of the law, the Services can be suspended without any prior notification. In this case, the Executor has the right to monitor the contents of the information sites of the Customer and his users.

- 6.10. The Executor shall not be liable for the violation of the rights of the third parties resulting from the Customer's actions using services provided by the Executor.
- 6.11. In the event services are suspended as the result of actions described in par. 6.7, the period of the suspension shall not be considered an interruption of the provision of services and cannot be viewed as a violation of the Executor's obligations stipulated by the Contract and Agreements.
- 6.12. The suspension of Services and/or disconnection of the Customer's hardware or software shall be performed prior to elimination of the violations by the Customer and does not cancel the Customer's obligations hereunder, except for the circumstances when the Executor receives the relevant instruction from the state body regulating such relations and being authorized by the effective legislation. Services shall be suspended and the Customer's software or hardware shall be disconnected until the Customer fulfills all of the requirements set forth by the Executor regarding the removal of violations. This interruption of services shall not free the Customer of their obligations set forth in the Contract unless the Executor receives explicit instruction from the federal body governing such actions and having relevant authority in accordance with Russian legislation.
- 6.13. The Executor shall not be liable for the security of information stored by the Customer using the Executor's Services, unless otherwise specified in the Service Level Agreement (SLA). The Customer alone shall monitor the security and safety of the information, and if necessary, make backups of all information stored using the Executor's Services.
- 6.14. The Executor shall not be held liable by the Customer and/or third parties for the storage and/or use of any software or its components by the Customer during the provision of the services. The Customer shall only store licensed software on the Executor's equipment and is solely responsible for its storage and use. The Executor shall not be liable for the Customer's violation of any licensing agreement.
- 6.15. If the Customer fails to inform the Executor that the phone number used during registration is no longer in use, the Executor shall not be held accountable for being unable to restore account access or to identify the Customer on a by-case basis.
- 6.16. If a legal claim and (or) lawsuit is filed against Executor by the copyright holder to protect their exclusive rights to intellectual property which is illegally located on the Customer's (or Customer's client's) site(s), Executor is entitled to involve Customer in the proceedings as a co-defendant as well as demand indemnity as recourse if Executor must pay damages for Customer's violations of the effective legislation. Additionally, Executor is entitled to demand indemnity as recourse if Customer violates licensing terms while using software leased from the Executor.

## **7. Force-majeure**

- 7.1. The Parties shall not be liable for the delays in execution or failure to execute obligations hereunder in case such delays or failure are caused by force-majeure. Such force-majeure circumstances include: war, military actions, rebellion, sabotage, strikes, fire, explosion, flood or other acts of God, publication of prohibition acts by state authorities of the Russian Federation or constituent entities of the Russian Federation or local authorities.
- 7.2. The Parties shall immediately after receiving information about such circumstances delaying execution or otherwise preventing from execution of the Contract notify each other in writing about such circumstances.
- 7.3. The Parties shall not be liable for any damage, including the damages and expenses related to claims and demands of the third parties which can result from force-majeure.
- 7.4. In case force-majeure circumstances which cause material violation or failure to fulfill the obligations hereunder last more than 30 (thirty) calendar days, each Party shall terminate the Contract after notifying another Party 5 (five) days prior to termination.

## **8. Period of Contract and Procedure of Termination**

- 8.1. The present Contract has been concluded for one year and comes into effect the moment funds are made to the Customer's personal account. The date stated in the current agreement is the date the Customer's (payment) form (completed Customer registration) is submitted. If neither Party notifies the other in writing of the termination of the contract within 30 (thirty) days prior to the end of the Contract's effective period, the Contract shall be prolonged for one year. The contract can be prolonged indefinitely.
- 8.2. Either Party can terminate the present Contract by sending written notification to the other Party. The Contract shall be terminated 30 (thirty) calendar days after such notification is received, unless the Contract is terminated for reasons provided in par 2.1.7, 2.2.11, 6.8, and 10.1 of the Contract.
- 8.3. Termination of the Contract by any reasons does not discharge the Customer from his obligations to execute all the written obligations stipulated by the present Contract and/or additional agreements hereto.
- 8.4. In the event the Contract is terminated on the basis of the Customer's initiative, the Executor shall return the monetary balance from the Customer's personal account. Funds shall be returned on the basis of an original copy of a Refund Request form and in accordance with par. 4.13 of this Contract. When returning funds, the Executor has the right to require the Customer verify information submitted during registration (passport information or copy) and/or verify the Customer owns the SIM card for the number used to verify registration on the Executor's site, or confirm the owner of



the SIM card gave the Customer consent to perform such actions. In the event that no verification is given, the Executor has the right to withhold any funds left on the Customer's personal account.

- 8.5. If the Contract is terminated by the Executor due a violation by the Customer, pertaining to at least one item from section 6.7 of the present Contract, the unused balance shall not be returned, and the payment due shall be compensated by the Customer.

## 9. Procedure of Settling Disputes

- 9.1. In case any disputes or discrepancies related to the present Contract execution or failure to execute any Party's obligations hereunder arise between the Customer and the Executor, the Parties shall use best efforts to amicable settlement of such disputes by negotiations between authorized representatives of the Parties.
- 9.2. Claims dispute resolution procedure is mandatory. Claims shall be executed in written form, in case they are justified, i.e. a claim should contain a reference to the relevant item of the present Contract, article of the law and other normative act which, in the Customer's opinion, had been breached by the Executor.
- 9.3. The period of examination of the claim is 30 (thirty) business days as from the moment of receiving the latter by the addressee.
- 9.4. In case the disputes are not settled by negotiations, they should be examined by the court in accordance with the effective Russian legislation, observing the rules of jurisdiction.

## 10. Miscellaneous

- 10.1. In the event any changes are made to the Contract, the Executor shall notify the Customer no later than 15 (fifteen) calendar days prior to the date these changes come into effect by publishing a news announcement in the control panel, and/or publishing an offer on the Executor's official sit <http://www.selectel.com>, and/or by sending notification via e-mail (e-mail addresses are specified in the Customer's control panel) and/or ticket system. Changes come into effect 15 calendar days after they announced. If the Customer disagrees with the changes, he can unilaterally reject the services by sending a written request to terminate the Contract within 10 (ten) calendar days from receiving the notification. In this case, the Contract shall terminate the moment changes come into effect. If the Executor does not receive written (faxed) refusal to accept the new service conditions within 10 (ten) days after announcing the new terms, the Customer is considered to have accepted the new conditions. In the event an incorrect email address is provided, email access is lost, and/or an email address is changed and the Executor is not notified, or in the event any notification sent by the Executor to the email address specified by the Customer is unread, the message is still considered received.
- 10.2. The Contract shall be deemed to remain in force in case of changing the Parties details, including change of the Parties names, place of residence etc. In case any details change, the Parties shall notify each other about such changes within 10 days. In this case, the Customer shall notify the Executor by means of e-mail or via ticket system and sending original copy of the notification via mail or by dispatch, and the Executor - by means of publishing relevant information on the Executor's site and by sending notification via e-mail and/or via ticket system.
- 10.3. The Parties hereunder admit the legal force of the documents received via e-mail and via ticket system, as well as the documents executed in written form. The exception is the present Contract and the documents necessary for bookkeeping and tax accounting.
- 10.4. In case any Party doubt about receiving and (or) sending messages via e-mail and other actions related to use of the Executor's interface, the information kept by the Executor and stored by his archive service shall be a credible evidence of the above-mentioned events.

## 11. Final Provisions

- 11.1. Neither Party has the right to transfer its rights or obligations hereunder to the third parties without prior written consent of the other Party.
- 11.2. Version in Russian shall prevail. Parties shall be governed by the norms of the Russian legislation.

### Executor

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<b>Settlement account</b>	40702810603000014048
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<b>SWIFT CODE</b>	RZBMRUMM
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