Virtuaalinfra OÜ / Reg. Number 16304127 / Estonia

Client contract and SLA

1. **Basic concepts and definitions**
   1.1. Personal account - a record in the database, reflecting the financial relationship between the Subscriber and Provider, the value (balance) of which increases by the amount of payments made by the Subscriber and decreases by an amount equal to the cost of the services provided to the Subscriber.
   1.2. Internet site of the Provider - a set of web pages located in the information telecommunication network "Internet" and united by a single address space of the https://console.cloudsy.partners/Account/Euro domain.
   1.3. Personal account is a closed section of the Provider's website intended for information interaction between the Subscriber and the Provider, in particular for:
       1.3.1. management of the services provided to the Subscriber;
       1.3.2. selection of tariff plans;
       1.3.3. access to the Personal Account in order to obtain information about its status and manage the means;
       1.3.4. providing and updating contact information and other information necessary to provide For the Subscriber of the services provided for by the Agreement.

   Content of the contract
   1.4. The terms of the Agreement are determined by this document and the annexes posted on the website https://console.cloudsy.partners/documents/ClientContract.pdf
   1.5. By accepting this agreement, the Subscriber confirms that all applications listed by the agreement accessible, understandable and accepted without any exceptions.
   1.6. By accepting this document, the Subscriber (Subscriber's representative) confirms that he has familiarized himself with all the conditions set forth in the applicable annexes to the Agreement, and that the execution of applications in the form electronic documents is not an obstacle for him to full and unambiguous understanding of these terms.

2. **Subject of the contract**
   2.1. The Provider undertakes to provide the Subscriber with the services ordered by him, and the Subscriber undertakes to pay for these services.

   Scope of services
   2.2. Provider's services are the provision of the ability to use server, network, software and other resources of the Provider with the provision of access to these resources via the information telecommunication network "Internet" (hereinafter - the "Internet"). The provider may also provide additional services related to the use of these resources.
   2.3. The types of services provided by the Provider and Description and conditions for the provision of individual services are specified in the SLA for the respected services (SLA can be found below).
   2.4. The order of services is carried out by the Subscriber through the Personal Account by setting the appropriate settings, allowing you to start using the selected services.
   2.5. The provider is Microsoft SPLA partner. It owns the rights to Microsoft software products based on licensing agreements, in accordance with which the Provider is granted the right to use these software products as part of it services intended to provide the Provider's Subscribers. Any consumption by the Subscriber of any Provider's service implies the lawful use of the included Microsoft software products. The fee for the Subscriber's use of Microsoft software products is included in rate of the corresponding service.

3. **Procedure for ordering and providing services**
   3.1. To receve services the Subscriber:

3.1.1. performs registration in the Provider's information system by filling out a special web form, posted on the Internet site of the Provider, which ensures the transfer to the Provider of the specified during registration information;

3.1.2. logs into your Personal Account using the identification data obtained when registration;

3.1.3. selects the services he needs and their parameters (for services with variable parameters), as well as the tariff plan by setting the appropriate settings in the Personal Account;

3.1.4. connects the selected services (sends an application to the Provider to connect the selected services) by setting the appropriate settings in the Personal Account.

3.2. Unless otherwise specified in the Terms of Services, service, provision of services selected by the Subscriber, i.e. providing the Subscriber with access to relevant resources or changing their parameters, etc., starts automatically after they are connected by the Subscriber through the Personal Account.

3.3. After connecting the initially selected services, further service management - changing their composition, parameters (for services with variable parameters), change of tariff plans, etc., are carried out by the Subscriber through Personal Area.

4. **NON-DISCLOSURE terms**

4.1. Parties acknowledge that the information to be disclosed by a Party to the other is sensitive and confidential and any disclosure of such information to third parties or unauthorized use thereof may cause material damage to the Party disclosing the information (the disclosing Party) and therefore all such information must at all times be kept strictly confidential by the Party receiving the information.

4.2. Confidential Information within the meaning of this NDA shall mean any and all information (including all oral and visual information, and all information recorded in writing or electronically, or in any other medium or by any other method) disclosed to the Party by the other Party (including its employees) or a third party acting on such disclosing Party's behalf (including all information disclosed prior to and after the signing of this NDA), and without prejudice to the generality of the foregoing, including but not limited to any documents and information relating to the Party's business operations, processes, plans (including budgets, market plans), analysis, intentions, product information (including pricing), know-how, designs, drawings, trade secrets, market opportunities, forecasts, studies, details of specific projects whether design, idea or information technology oriented data, computer programs (whether in source code or object code), secret processes, security-related information, solutions related to the creation of information for any medium, customers and business affairs, regardless of whether or not each above-mentioned item of information would appear to a reasonable person to be confidential or contain or bear thereon a written statement that the same is confidential, and whether or not protectable unders patent, trademark, trade secret, copyright or other intellectual property laws.

5. **Payment for services**

5.1. Accounting for the volume and tariffication of the services provided is carried out using the billing system.

5.2. Payment for services is carried out in accordance with the tariff plan chosen by the Subscriber. The list and description of tariff plans and services are given on the Provider's website in the "Services" section.

5.3. Payment for services is carried out in Euros.

5.4. Payment for the provision of services is made in the order of 100% prepayment.

5.5. Provider has the right to change the payment order from prepayment to order of payment after using the services. In such case the Provider will make changes in the Personal Account of the Subscriber.

5.6. Available payment methods (methods of transferring funds) are indicated on the Provider's website.

5.7. In all cases when, when using the payment method chosen by the Subscriber, it is required to manually specify the number of the Agreement, payment details of the Provider or other information necessary for making a payment. The subscriber is obliged to accurately and correctly indicate this information.

Responsibility for any negative consequences, arising as a result of the Subscriber's mistakes when transferring funds, shall be borne by the Subscriber.

6. **Personal account**
    6.1. The value of the Personal Account (balance) can be less than or equal to zero.
    6.2. A decrease in the balance (an increase in its negative numerical value) reflects an increase in size debts of the Subscriber to pay for the services provided to him by the Provider.
    6.3. An increase in the balance (a decrease in its negative numerical value) reflects the receipt to the Provider funds paid for the services provided to the Subscriber.

7. **Suspension of the provision of services (blocking)**
    7.1. The provision of services may be suspended by the Provider:
        7.1.1. at the request of the Subscriber - voluntary blocking;
        7.1.2. if the resources provided to the Subscriber in the provision of services are used by the Subscriber, or by third parties to commit illegal actions - distribution of malicious software provision, distribution of spam (advertising distributed without the prior consent of the subscriber or addressee), information, the dissemination of which is restricted or prohibited by law, etc;
        7.1.3. if the actions performed by the Subscriber or third parties using the resources, provided to the Subscriber in the provision of services, impede the normal functioning of information Provider's systems or pose a threat to its security;
        7.1.4. in the event of a DDoS or other network attack committed by third parties on information resources, provided to the Subscriber during the provision of services, or a segment of the Provider's information system, in which these resources are found;
        7.1.5. in case of carrying out routine maintenance or restoration work stipulated by the Agreement.
    7.2. In case of voluntary blocking at the request of the Subscriber, as well as when the Subscriber activates the function "stop service "in the Personal Account, the Subscriber is charged a fee for the entire period specified in the application at the rate of 30% of the cost of all services of the tariff plan.
    7.3. At the request of the Subscriber, the provision of services may be suspended for no more than 6 (six) months.
    7.4. The provision of services is suspended automatically (forced blocking) if the Subscriber's payment was not made within the time period specified in clause 6.4 of the Agreement or by the time set out by the Provider in case stated in clause 6.5. of the Agreement.
    7.5. Unless otherwise determined by the nature of a particular service, the provision of services is suspended by full or partial blocking of data exchange between the resources provided to the Subscriber in the provision of services and the network "Internet".
    7.6. After 30 (thirty) calendar days after the onset of forced blocking, the services are subject to automatic deletion.

8. **Quality and availability of services**
    8.1. The Provider undertakes to ensure the indicators of the quality and availability of services provided for in the Agreement, including to ensure, within the terms established by the Agreement, to eliminate malfunctions that impede the use of services or leading to inconsistency of the technical parameters of the services with the values established by the Agreement. The indicators of quality and availability established for the relevant services are specified in the SLA for respective services.
    8.2. Responsibilities for the elimination of malfunctions that prevent the use of services are divided between Provider and Subscriber, depending on the area of responsibility in which the malfunction occurred. The areas of responsibility established for the respective services are allocated in accordance with SLA of respective services.

8.3. Elimination of malfunctions in the Subscriber's area of responsibility is carried out by the Subscriber at his own expense.

8.4. Troubleshooting in the Provider's area of responsibility is carried out by the Provider at its own expense, at except for cases when the malfunction has arisen as a result of a gross violation committed by the Subscriber generally accepted rules for installing, configuring, or using server software.

8.5. The Provider is not responsible for the operability of the communication channels used by the Subscriber to access to the Provider's information system.

8.6. In order to maintain and improve the quality of the services provided to the Subscriber, the Provider has the right to periodically carry out preventive work, during which services may be unavailable. Conditions of conducting preventive maintenance works are specified in Terms of Services.

9. Provision of documents for financial (accounting) and tax reporting

9.1. Formation and provision of documents for financial (accounting) and tax reporting is carried out at the end of each reporting period, which for the purposes of the Agreement is equal to the calendar month.

9.2. An invoice for prepayment of using the services is formed by the Subscriber independently in the Personal cabinet, based on the type and volume of services planned for use. After the end of the first month of use services, the difference between the prepayment made by the Subscriber and the money actually written off by the Provider funds to be reimbursed by the Subscriber in the event of a negative balance and offset by the Provider in payment for services the next reporting period - in case of a positive balance of the Personal Account.

9.3. The transfer to the Subscriber of the original documents and the invoice for payment to the Subscriber is made at the Provider's office, starting from 5th business day after the end of the reporting period.

9.4. If the Subscriber has chosen the option "Post" in the Personal Account as the method of delivery of documents, then the Provider's work on sending documents is paid for by the Subscriber as an additional service - "Technical work on the preparation and sending of paper documents ", in the amount of 2,99 euro without NDA per shipment.

9.5. Originals of documents with the delivery method specified in clause 10.4 of the Agreement are sent to the Subscriber by post sending using the services of post service provider of Estonia within 5 (five) working days after the end of the reporting period.

9.6. Sending duplicate documents at the request of the Subscriber in the manner specified in clause 10.4 is paid by the Subscriber at in accordance with clause 10.4 of the Agreement.

9.7. The primary accounting documents on the provision of services include all services provided for the expired reporting period; at the same time, the moment of rendering the service is determined in accordance with the Terms of Services.

9.8.

10. Communication

10.1. The general procedure for information interaction carried out by the Parties in the execution of the Agreement, is determined by the Terms of Services.

10.2. The Provider undertakes to ensure the protection of the Subscriber's confidential information from unlawful access, destruction, modification, other illegal actions, as well as respect its confidentiality.

10.3. The composition of information recognized as confidential, as well as the composition and content of the Provider's obligations for its protection are determined by the data processing rule set out in Terms of Services.

11. Submission of claims, dispute resolution

11.1. The dispute between the Parties shall be resolved through negotiations, which may be conducted, inter alia, by exchanging messages by e-mail: info@cloudsy.partners or support@cloudsy.partners

11.2. If it is impossible to resolve the dispute through negotiations, further resolution of the dispute is carried out in the following claim order.

11.3. The term for responding to a formal complaint is 2 (two) weeks from the date of receipt of the document in which it is expressed.

11.4. In the event that the Party that has sent a formal complaint does not receive a response to it in the above clause 13.4, the term or the response received does not satisfy this Party, it has the right to apply to the arbitration court with filing claims against the other Party similar to those set forth in this claim.

11.5. In the event of litigation, the dispute between the Parties shall be considered in the court of the republic of Estonia on the basis of the law of the the Republic of Estonia.

12. Modification and termination of the Agreement

12.1. The term of the Agreement is not limited.

12.2. The Agreement can be changed or terminated at any time by agreement of the Parties.

12.3. In terms of the conditions set forth in the annexes, the Agreement may be amended by agreement of the Parties, including in the following order:

12.3.1. The provider posts on its website a new version of the application or that part of it, in which changes are made, and notifies the Subscriber in 30 days of the proposed changes and the period from which they take effect;

12.3.2. by making the next payment, the Subscriber agrees with the ones offered by the Provider changes.

12.4. If the Subscriber disagrees with the changes proposed by the Provider in accordance with clause 14.3 Of the Agreement, the Subscriber has the right to withdraw from the Agreement.

12.5. Termination of the Agreement unilaterally is carried out in the cases and on the conditions established by the legislation of the Republic of Estonia and EU, other regulatory legal acts and the Agreement.

12.6. Termination of the Agreement unilaterally is carried out by sending a notice of refusal to other Party if such a refusal is allowed by law, other regulatory legal act or the Agreement. The obligations of the Parties are terminated in the order specified below, after which the Agreement is considered terminated.

12.7. In case of termination of the Subscriber, the Subscriber is obliged to pay off his debt to Provider - if there is such a debt at the time of refusal. In particular, to pay off the payment arrears services, arrears in payment of the penalty requested by the Provider.

12.8. In case of termination of the Agreement by the Subscriber, the Subscriber, at the request of the Provider, is obliged to pay the expenses, incurred by the Provider in connection with the execution of the Agreement by the time of termination of the Agreement by the Subscriber. Submission period of this requirement - 5 (five) working days from the moment the Provider receives a notice of the Subscriber's termination.

12.9. Payment of the costs specified in clause 14.8 above is carried out on the basis of an invoice issued by the Provider, within a reasonable period established by the Provider (the payment term is indicated on the invoice).

12.10. Obligations to provide services, as well as other obligations of the Provider, with the exception of obligations that set out on Terms of Services are completely terminated, and the account, created by the Subscriber during registration is deleted:

12.10.1. if the Provider receives a notice of the Subscriber's refusal from the Agreement (obligations are terminated from the moment the Provider receives this notification, and if the notification indicates the date of refusal, then from this date);

12.10.2. if the Subscriber does not use the services for more than 3 (three) months in a row.

12.10.3. If the Subscriber has unfulfilled obligations specified in clauses 14.7 and (or) 14.8 of the Agreement, the Agreement continues to operate in the relevant part until the moment of their execution.

Rules for the provision of the "Elastic Cloud" service at https://console.cloudsy.partners/Account

1. 1 Terms
    1.1. A virtual machine is an emulation of a hardware platform for running a Subscriber's operating system on it; unlike a physical server, the configuration of a virtual server can be easily changed both in the direction of increasing power and in the opposite direction.
    1.2. CPU – the central processor; when creating a virtual server, it is an emulation of a real processor.
    1.3. 100% CPU - allocation of 100% guaranteed resource to the CPU.
    1.4. Virtual disk – a hard disk (hard disk drive); when creating a virtual server, it is an emulation of a real device.
    1.5. Virtual network - emulation of a separate network device (switch) dedicated to the needs of the Subscriber; used to isolate network traffic inside the Subscriber's virtual infrastructure.
    1.6. Template is a file in VHD (VHDX) format containing an installed and configured operating system.
    1.7. Public IP address is a network address that can be accessed over the Internet without special means of translation (NAT).
    1.8. Virtual infrastructure is a set of technological resources placed on the Provider's site to host Subscriber information systems on them
2. Description of the service
    2.1. The Elastic Cloud service provides the Subscriber with the opportunity to use a set of technological resources of the Provider to host the Subscriber's information systems on them with the ability to independently manage these systems.
    2.2. As part of the Elastic Cloud service, the Subscriber is given the opportunity to use the following resources:
    2.3. virtual machines connected to the Internet with fixed aggregate parameters:
3. the amount of RAM (RAM);
4. number of processors (CPU/100% CPU);
    4.1. virtual disks with appropriate performance indicators;
    4.2. virtual networks;
    4.3. public IP address.
    4.4. Access to the resources provided to the Subscriber and their management is carried out by the Subscriber via the Internet.
5. Areas of responsibility
    5.1. When providing (receiving) the Elastic Cloud service, the areas of responsibility, as well as the responsibilities for ensuring the proper functioning of technological resources and information systems hosted on them, are distributed between the Provider and the Subscriber in accordance with the conditions specified below.
    5.2. The Provider provides:
    5.3. functioning of the elements of the virtual infrastructure allocated to the Subscriber:
6. proper functioning of virtual machines as hypervisor objects (status Running, Stopped, Saved State);
7. network interaction within a virtual switch at the physical addressing level (L2);
    7.1. compliance of the actual configuration of virtual machines with their parameters specified in the Subscriber's Personal Account;
    7.2. the correspondence of the actual size and performance of virtual disks to the selected size and type;
    7.3. availability from the Internet at a public IP address (from the M9 traffic exchange point to the Subscriber's virtual server);
    7.4. monitoring and notifying the Subscriber about the status of virtual infrastructure objects:
8. CPU utilization/100% CPU;
    8.1. network availability;

9. RAM requirements;
10. disk space usage;
    10.1. the ability to self-manage the configuration of virtual machines and virtual disks, and change their parameters, both upwards and downwards, in accordance with the PP.b) p. 6.1 of the Rules of the service "Elastic Cloud";
    10.2. work correctly in a virtual environment of guest operating systems supported by the developer of virtualization (for more information, see at http://technet.microsoft.com/en-us/library/cc794868 (WS.10).aspx).
    10.3. The Subscriber provides:
    10.4. installation and configuration of the guest operating system and application software, as well as their subsequent management;
    10.5. setting the correct network settings and availability of servers connected to the Subscriber's virtual network;
    10.6. monitoring of the state of objects of the server operating system and application software;
    10.7. backup (versioned) copying of application system data.
11. Monitoring system
    11.1. The monitoring system used by the Provider provides real-time monitoring of the status of all components of the information system located in its area of responsibility. When providing the Elastic Cloud service, the monitoring system provides control of the following components:
    11.2. data center (data center) infrastructure:
12. room temperature;
    12.1. power consumption;
13. availability of resources from the Internet;
    13.1. technological resource management infrastructure:
14. operability and information security of management and billing services;
15. performing backup tasks;
16. operability of IPS/IDS systems (intrusion detection and prevention systems);
    16.1. virtualization resources:
17. load and performance of virtualization resources;
18. monitoring the load and performance of storage (storage network);
19. performing periodic data integrity verification tasks;
20. sufficiency of free resources for growth.
21. Limits
    21.1. The tariff plans of the Elastic Cloud service determine the possibility for the Subscriber to create a virtual machine of the appropriate configuration.
    21.2. The limits provided by the tariff plans are set for:
    21.3. The number of CPU/100% CPU;
    21.4. RAM volume;
    21.5. HDD type and size;
    21.6. the number of virtual networks;
    21.7. number of public IP addresses;
    21.8. Internet access parameters (see General Rules for the Provision of Services (appendix 1)).
22. Virtual Machine Management Capabilities
    22.1. Upon receipt of the Elastic Cloud service, the Subscriber has the opportunity to perform the following virtual machine management operations through his Personal Account:
    22.2. operations with a virtual machine:

- start, stop, restart, delete;
- create from shared templates;
- add/remove additional disks;
- enable or disable backup for a virtual machine;
- connect a virtual machine to an existing network (provided that the type of network and the hosting data center match);
- take a snapshot and restore the virtual machine configuration from the snapshot;
- stop billing for a virtual machine;

22.3. changing the configuration of a virtual machine by changing it to a certain available configuration, which is provided for by the tariff and the type of virtual machine.

23. Service management

23.1. The Subscriber can change the parameters of the Elastic Cloud service in his Personal Account by selecting from the available configurations.

23.2. When switching to another tariff plan or changing the parameters of the Elastic Cloud service, the paid period before which the virtual machine will be in working condition changes. The exact date of disconnection of the service is automatically calculated by the billing system and displayed in the Subscriber's personal account, in the corresponding section.

23.3. Changing the parameters of the virtual machine and the sizes of virtual disks in the control panel leads to an actual change in the parameters of the virtual machine (CPU/100% CPU, RAM and HDD) and is carried out with its restart.

24. Processing Subscriber data when deleting a virtual machine

24.1. When a Subscriber deletes a virtual machine (through his Personal Account), the disk of the virtual machine is deleted from the storage.

24.2. Recovery of the virtual machine disk is possible within one day after removal from the backup system.

25. Billing and billing

25.1. The Elastic Cloud service is charged in accordance with the tariffs for virtual machine configurations, virtual disks, Public IP addresses and other elements of the service.

25.2. Funds are debited from the Subscriber's personal account every minute (minute billing) for the actual use of resources (Pay-as-You-Go).

25.3. In case of stopping the billing of a virtual machine, the control panel stops debiting funds for using the configuration of the virtual machine (the combination of the number of CPU /100%CPU and RAM). At the same time, charging and debiting funds for the remaining elements of the service (virtual disks, public IP addresses, backup, etc.. if they are present), continue.

26. Service Level Agreement (SLA)

26.1. The Provider guarantees the level of service (quality of services) in the form of availability of all components located in its area of responsibility and compliance of their functioning with the parameters described in these Rules for 99.9% of the time of each calendar month, except for the time of preventive maintenance (see General Rules for the Provision of Services (Appendix 1)).

26.2. The indicator of the actual availability of the service is calculated by the monitoring system used by the Provider. The Subscriber can get acquainted with the value of this indicator at any time in his Personal Account, in the corresponding section.

26.3. In case of non-compliance of the indicator of actual availability of the service with the value specified in clause 10.1, the Subscriber has the right to demand compensation (reduction of the price of the service) in the amount of 1% of the cost of the tariff plan, based on the number of hours of unavailability of the service in excess of the permissible value specified in clause 10.1. The amount of compensation is calculated from the tariff set for the billing period in which the indicator of the actual availability of the service, or the value of the parameters were not met.

26.4. The total amount of compensation for the reporting period may not exceed 50% of the total amount of monthly payments.

27. Test mode

27.1. The Provider may provide a time-limited free trial period for using the Elastic Cloud service.

27.2. The test mode is provided solely for the purpose of temporary testing of the quality of the Provider's services.