

## **TERMS OF USE FOR INDIVIDUAL SERVICES DEDICATED COMPUTING ENVIRONMENT SERVICE**

*Version from 10.09.2025*

*Comes into force on September 10, 2025..*

These terms of use for individual services ("Terms") are an integral part of the User Agreement ("Agreement").

### **1. ITEM**

- 1.1. The Contractor provides the Customer with access to a Dedicated Computing Environment (hereinafter referred to as the "Computing Environment"). The Customer is provided with access to a portion of the infrastructure resources hosted on the Contractor's or the Customer's technical site (hereinafter referred to as the "Service"). The Customer accepts and pays the Contractor for the Service.

### **2. COMPUTING ENVIRONMENT SPECIFICATION**

- 2.1. Description of the computing environment:
  - 2.1.1. A dedicated computing environment is a separate physical server (or servers) connected to the Internet, with an operating system installed on it at the Customer's choice;
  - 2.1.2. A dedicated computing environment may also include dedicated switches, hardware firewalls, and other hardware and software solutions.
  - 2.1.3. A dedicated computing environment is isolated from other Customers and is fully dedicated to the Customer, including computing power, storage space, network, and other necessary resources.

### **3. PROCEDURE FOR PROVIDING SERVICES**

- 3.1. The Customer may order the Service by submitting a request to the Contractor in any of the following ways: by telephone, via the website, by email, or via messenger.
- 3.2. The provision of the Service begins from the moment of activation of the dedicated server and granting of access to the server, after fulfilling the conditions described in paragraph 3.1 of the Terms.
- 3.3. The Customer independently selects the configuration of the Computing Environment and the necessary resources, except in cases where the Customer's requirements cannot be met due to a lack of technical capabilities.
- 3.4. In the case of hosting the Customer's dedicated server on the Contractor's infrastructure, access to the Internet is provided through the provision of public IP addresses.
- 3.5. The Contractor may permit the Customer to use dedicated IP addresses after receiving payment for them in accordance with the Price List.
- 3.6. The Customer independently operates the Computing Environment, accessing it remotely or locally, depending on the location. The Customer also independently installs and configures the necessary software on the Computing Environment.

3.7. The Customer is prohibited from using the computing environment to host systems or components of distributed computing systems, such as cryptocurrency mining, or for any systems or services that violate the laws of the Republic of Kazakhstan and regulatory requirements.

**4. RESPONSIBILITY OF THE PARTIES**

4.1. The distribution of responsibility for ensuring the operability and security of services between the Contractor and the Customer is carried out as follows:

- Data - Customer
- Applications - Customer
- Middleware - Customer
- Operating System - Customer
- Virtualization Platform - Customer
- Hardware Platform - Performer
- Network Infrastructure - Contractor

**5. SERVICE LEVEL ASSURANCE (SLA)**

5.1. Customer requests are accepted via the Contractor's official Telegram bot (all requests are automatically registered in the Contractor's CRM): @PRO\_DATA\_Support\_Bot or by phone: +7 (747) 507 3022.

5.2. Response time (responses to questions and requests) via instant messaging protocols (Telegram bot: @PRO\_DATA\_Support\_Bot) is up to 10 minutes during normal operation and may be extended in the event of an emergency. Response time via email can be up to 24 hours.

5.3. Technical support is available 24/7, 7 days a week, 7 days a week, and 7 days a week. Requests may take up to 24 hours to process. If a request is beyond the technical support department's purview, it will be escalated to the appropriate department.

5.4. The Service Level Agreement (SLA) will be met only if the Computing Environment is hosted on the Contractor's physical infrastructure.

5.5. The Contractor is responsible only for the hardware of the Computing Environment. Installation, configuration, and maintenance of software at the operating system level and above are the responsibility of the Client, unless otherwise agreed.

5.6. The Contractor guarantees availability of the allocated computing resources under the Service Level Agreement (SLA) during the reporting period of 99.9%.

5.7. In the event of a malfunction of the equipment provided to the Customer for exclusive use, the permissible time for restoration of the Service after the request is determined by the following conditions:

<b>Method for restoring service</b>	<b>Recovery time</b>
Physical reboot, logical disconnection/connection of network interfaces and elements	45 minutes

Diagnostics, troubleshooting, replacement of parts and equipment elements	8 hours
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5.8. In the event of a violation of the above service level, the Customer will be paid the following compensation as a percentage of the cost of the reporting period of rent of the allocated computing resources at the time of the violation:

Total availability time	Amount of compensation
More than 99.9%	0%
less than 99.9% but more than 99.0%	5%
less than 99.0% but more than 95%	10%
less than 95.0%	15%

- 5.9. Under no circumstances may compensation under the SLA exceed the amount paid by the Customer for a month of using the Service.
- 5.10. The time of unavailability of the Service due to maintenance work is not subject to compensation.
- 5.11. Downtime caused by force majeure and other circumstances not attributable to the Contractor is not eligible for compensation. Downtime caused by the actions (or inactions) of the Client is not eligible for compensation.
- 5.12. Unavailability of the Service (downtime) is defined as the time interval recorded by the Contractor based on its own data, and/or the time interval from the moment the Customer sends to the Contractor a message about the Unavailability of the Service via the Contractor's official Telegram bot (all requests are automatically registered in the Contractor's CRM): @PRO\_DATA\_Support\_Bot or by phone: +7 (747) 507 3022, the fact of which was subsequently confirmed by the Contractor, and the moment the Service is resumed after the Contractor completes the restoration work.
- 5.13. The provided Compensation is a discount that reduces the cost of Services during the Reporting Period in which the Contractor calculated the Compensation and cannot be used in any other way. Providing Compensation does not imply payment of funds to the Client.
- 5.14. In the event of loss and/or damage to the Customer's information or content as a result of an accident caused by the Contractor, the Customer shall be provided with Compensation, based on the Customer's Request, in the amount of 50% of the cost of the Services consumed in the Reporting Period during which the loss and/or damage to the content occurred.

- 5.15. The Contractor shall not be liable for lost profits or any indirect damages incurred by the Customer during the period of use or non-use of the Contractor's Services/Works (in full or in part).
- 5.16. The Contractor is liable for damage caused to the Customer as a result of the use or non-use of the Services/Works of the Contractor (in whole or in part), only if the fault of the Contractor is proven, in an amount proportional to the share of the subscription fee for the period of downtime.