

## **TERMS OF USE FOR THIRD-PARTY PRODUCTS AND SOLUTIONS**

*Version from 10.09.2025*

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

These Terms of Use for Third-Party Products and Solutions (hereinafter referred to as the "Terms") are an integral part of the User Agreement (hereinafter referred to as the "Agreement").

### **1. ITEM**

- 1.1. The Contractor provides the Customer with access to third-party software, products, and solutions (hereinafter referred to as the "Service"), which are an integral part of the Contractor's computing environments for processing the Customer's data in connection with the Customer's special requirements.
- 1.2. The Customer undertakes to accept and pay for the Service provided in accordance with the Terms and Conditions and the Agreement.
- 1.3. Third party products and solutions, including but not limited to:
  - DDoS protection from Qrator;
  - Licensed solutions and software from Fortinet;
  - Licensed software from Microsoft.
- 1.4. The products and solutions described above are provided as part of the Contractor's main service – the Computing Environment.

### **2. PROCEDURE FOR PROVIDING SERVICES**

- 2.1. Third-party products and solutions are provided only as part of the main Service and cannot be provided separately.
- 2.2. The cost of the Service is determined in the Specification, which specifies the specific price for the services provided.
- 2.3. The Service is provided on the basis of 100% prepayment within the timeframes established by third-party developers and suppliers and specified in the specifications between the Contractor and the Client. The Client undertakes to make timely payments in accordance with the invoices issued to ensure the uninterrupted provision of services.
- 2.4. All software products and solutions are provided on an "as is" basis. The Contractor is not responsible for their functionality, stability, or suitability for the specific needs of the Client.

### **3. LIMITATION OF LIABILITY**

- 3.1. The Contractor shall not be liable for any direct or indirect damages, lost profits, or other negative consequences arising from the use or non-use of third-party products and solutions.
- 3.2. The Contractor does not guarantee the uninterrupted or error-free operation of third-party products and solutions, and is not responsible for any delays, failures or errors caused by the operation of third-party solutions.
- 3.3. The Contractor's liability is limited only to the basic terms and conditions for the provision of the computing environment and does not extend to programs and solutions from other suppliers.

#### **4. SERVICE LEVEL ASSURANCE (SLA)**

- 4.1. The Contractor undertakes to provide access to third-party products and solutions within the framework of the provision of the main Service, in accordance with the SLA.
- 4.2. In the event of a breach of the SLA for the main Service, the Customer may claim compensation as provided for in the Terms of Use of individual services.
- 4.3. The Contractor shall not be liable for failures or malfunctions of third-party products and solutions caused by problems on the part of third-party suppliers or circumstances beyond their control (force majeure).
- 4.4. The Contractor's liability is limited to the amount paid by the Customer for the period of use of the main Service, and extends only to violations related to the main Service.
- 4.5. Technical support for third-party products and solutions is provided in accordance with the terms and conditions specified in the Specification, which sets out the level of support.
- 4.6. In the event of questions related to the use of third-party products, the Contractor may redirect the Customer to the third-party provider's support service.
- 4.7. The response and resolution levels for incidents related to the Service are governed by the provisions described in the Specification.
- 4.8. The Contractor provides assistance in resolving issues related to third-party products, but does not guarantee their resolution if the problem lies outside the Contractor's area of responsibility.

#### **5. OTHER CONDITIONS**

- 5.1. The Customer undertakes to comply with the license agreements and rules for using the products of third-party developers and suppliers.
- 5.2. In the event of violation of license agreements by the Customer, third-party developers and the Contractor have the right to suspend or terminate the provision of services.
- 5.3. The Customer confirms that, at the time of acceptance of the Agreement, it is not included in the sanctions lists compiled by international government bodies such as the United Nations, the European Union, the government of the United States of America or any other jurisdiction applicable to the Customer or the Contractor.

- 5.4. If the Customer is found to be included in the sanctions list, the Third Party Developer or the Owner of the licensed product has the right to immediately suspend the provision of services without prior notice.
- 5.5. The Contractor is not responsible for any termination or suspension of services by third-party developers or owners of licensed software and solutions if the Customer is subject to sanctions, resulting in the unavailability of such services. All potential losses or expenses arising from this circumstance are borne by the Customer.
- 5.6. Funds paid for the Service are not refundable in the event of suspension or termination of the provision of Services due to sanctions against the Customer, as well as in the event of termination of the license for the software or third-party solutions used.