

TERMS OF USE FOR INDIVIDUAL SERVICES VEEAM AGENTS BACKUP CLOUD STORAGE SERVICE

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Comes into force on September 10, 2025..

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

TERMS AND DEFINITIONS

VCC (Veeam Cloud Connect)- technology for storing backup copies in a remote repository.

VAC (Veeam Availability Console) -Control panel for setting up and managing backups.

VCC Cloud Repository, Repository- cloud data storage hosted on the Contractor's infrastructure, accessible through VCC software and designed for storing backup copies in Veeam format.

1. ITEM

- 1.1. The Contractor provides the Customer with access to service for organizing the VCC Cloud Repository and providing its resources to the Customer (hereinafter referred to as the "Service"). The Customer accepts and pays for the Service to the Contractor.
- 1.2. To use the Service, the Customer must have Veeam software and the necessary licenses that support the VCC feature (technology). Detailed information on VCC support is available on the official website of the software manufacturer Veeam
[-https://www.veeam.com/](https://www.veeam.com/)

2. SERVICE SPECIFICATION

- 2.1. Description of Service:
 - 2.1.1. Veeam Cloud Backup Storage with Agents is a Service that provides a cloud repository for data backup performed using Veeam Cloud Connect (VCC) software.
 - 2.1.2. The cloud repository provides secure storage for backups with the ability to restore data if necessary.
 - 2.1.3. This service provides storage of the Customer's backup data in a cloud repository accessible through Veeam software. The cloud repository integrates with the Veeam

solution, supporting VCC technology, and allows the Customer to effectively manage backups and restore them.

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 the Service is created in the Personal Account, after the conditions described in paragraph 3.1 of the Terms have been met.
- 3.3. Upon activation of the Service, the Contractor creates an account in the Veeam Availability Console (VAC) and transfers it to the Customer, providing access to the cloud repository. Using this account, the Customer can manage, create, restore, and monitor cloud data using Veeam software.
- 3.4. The customer can carry out work directly from VAC.
- 3.5. The Contractor provides access to the Customer's hosted data at speeds of up to 100 Mbps. Traffic for this service is free.
- 3.6. Account quotas are set by the Contractor automatically and can be changed upon request if technically feasible.
- 3.7. The service can be used by the Customer for:
 - 3.7.1. Creating backup copies of data in a cloud repository using Veeam software.
 - 3.7.2. Safe storage of backup copies with the ability to restore data at any time.
 - 3.7.3. Centralized management of the data backup and recovery process.
 - 3.7.4. Monitoring the status of backups.
 - 3.7.5. Ensuring business continuity through fast and reliable data protection in the cloud.
- 3.8. The Customer is prohibited from using the service for:
 - 3.8.1. Storage of data that violates the current legislation of the Republic of Kazakhstan.
 - 3.8.2. Posting malicious scripts, data, and applications that may negatively impact the operation of other Customers or the computing environment.

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
 - Client software (backup agents) - Customer
 - Repository - Performer
 - Virtualization Platform - Performer
 - 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 Contractor guarantees the availability of the Service for the reporting period according to (SLA) — 99.5%.
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 use of the Service:

Total availability time	Amount of compensation
More than 99.5%	0%
less than 99.5% but more than 99.0%	5%
less than 99.0% but more than 95%	10%
less than 95.0%	15%

- 5.5. Under no circumstances may compensation under the SLA exceed the amount paid by the Customer for a month of using the Service.
- 5.6. The time of unavailability of the Service due to maintenance work is not subject to compensation.
- 5.7. 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.

- 5.8. 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.
- 5.9. 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.
- 5.10. 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.
- 5.11. 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).
- 5.12. 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.