

TERMS OF USE FOR INDIVIDUAL SERVICES SERVICE "VIRTUAL COMPUTING ENVIRONMENT WITH GRAPHICS ADAPTER"

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 Virtual Computing Environment with a graphics adapter (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 platform (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. The computing environment is a service that provides the Customer with access to a Virtual Server with a dedicated graphics adapter on the Contractor's infrastructure to perform tasks that require significant graphics resources.
 - 2.1.2. Virtual servers in this environment can be equipped with graphics adapters to support tasks related to 3D rendering, graphics processing, machine learning, and other resource-intensive processes that require high computing power of graphics processors.
 - 2.1.3. The computing environment supports the use of various operating systems at the Customer's choice, including OS optimized for working with graphical applications and deep learning tasks.

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 virtual server and granting of access, 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. Access of virtual servers to the Internet is provided by providing dedicated public IP addresses.
- 3.5. The Contractor may permit the Customer to use dedicated public IP addresses after receiving payment for them in accordance with the Price List.
- 3.6. The Customer independently operates the Computing Environment via remote access. 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.
- 3.8. Trial period
 - 3.8.1. The Service may be provided to the Customer under a trial period lasting 3 (three) calendar days or another period determined by the Contractor, starting from the moment of the first activation of the Service in the Personal Account.
 - 3.8.2. The decision to grant a trial period is made by the Contractor based on the Customer's request and after assessing the feasibility of granting the trial period. The Contractor reserves the right to refuse a trial period without explanation.
 - 3.8.3. To activate the trial period, the Customer must submit an application to the Contractor using one of the available methods: through the Personal Account, the Contractor's official website, by email, or by another method specified by the Contractor.
 - 3.8.4. During the trial period, the Customer may use the Service to the extent established by the Contractor, without charging a fee.
 - 3.8.5. The trial period is provided only once and only to new Customers who have not previously activated this Service. Customers who have previously used the Service are not entitled to a repeat trial period.
 - 3.8.6. Upon expiration of the trial period, unless the Customer has deactivated the Service through their Personal Account, its use automatically becomes subject to a fee in accordance with the price list established by the Contractor. The Customer is responsible for monitoring the end of the trial period and taking steps to deactivate it if they no longer wish to use the Service.

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 - Performer

- Hardware Platform - Performer
- Network Infrastructure - Contractor

5. SERVICE LEVEL ASSURANCE (SLA)

5.1. The Contractor guarantees the availability of the computing resources allocated under this Agreement (SLA) during the reporting period of 99.9%, except in cases of failure of the equipment allocated for the provision of computing power for exclusive use to the Customer, where the acceptable time for restoration of the service after the Customer's request:

Method for restoring service	Recovery time
Physical reboot, disconnecting/connecting network interfaces and elements	45 minutes
Diagnostics, troubleshooting, replacement of parts and equipment elements	8 hours

5.2. 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%

- 5.3. Under no circumstances may compensation under the SLA exceed the amount paid by the Customer for a month of using the Service.
- 5.4. The time of unavailability of the Service due to maintenance work is not subject to compensation.
- 5.5. 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.
- 5.6. 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.
- 5.7. 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.
- 5.8. 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.
- 5.9. 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).
- 5.10. 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.