

## **TERMS OF USE FOR INDIVIDUAL SERVICES VIRTUAL COMPUTING ENVIRONMENT WITH RESOURCE CONTROL PANEL 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 Virtual Computing Environment with a control panel (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 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. A virtual computing environment with a resource control panel is a service for renting a virtual server hosted on the Contractor's equipment, which is managed through a personal account;
  - 2.1.2. A virtual server has its own computing power and data storage space, and in terms of operating system management, it actually corresponds to a physical dedicated server.
  - 2.1.3. The computing environment is implemented on the basis of a software solution that provides hardware virtualization in the Linux environment on the x86 platform - KVM.

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

- 3.1. The Customer can order the Service through the Personal Account.
- 3.2. If the Client does not have a Personal Account, they may contact the Contractor with a request to open one in one of the following ways: by telephone, through the Contractor's official website, by email, or via instant messenger.
- 3.3. The provision of the Service begins from the moment of creation of the Virtual Machine (server) in the Personal Account, after fulfilling the conditions described in paragraphs 3.1. and 3.2. of the Terms.
- 3.4. The customer can manage the computing environment directly from the Personal Account.

- 3.5. The Customer independently selects the configuration of Virtual Machines, Virtual Disks, and Virtual Networks, except in cases where the Customer's requirements cannot be met due to a lack of technical capabilities.
- 3.6. Internet access for the Customer's Virtual Machines is provided through the provision of Public IP addresses.
- 3.7. Account quotas (restrictions on the volume of the computing environment) are set by the Contractor automatically and can be changed at the request of the Customer and if the Contractor has the technical capability.
- 3.8. The Customer independently operates the Virtual Machines, accessing them remotely via public networks, including the Personal Account. They also independently install and configure the necessary software on the Virtual Machines.
- 3.9. The customer has the right to set a backup schedule with an available frequency of creation, as well as to set several different schedules.
- 3.10. The computing environment may be used by the Customer for processing its data, including for computing and storage.
- 3.11. The Customer is prohibited from using the computing environment to host systems or components of distributed computing systems, such as cryptocurrency mining, as well as for any systems and services that violate the legislation of the Republic of Kazakhstan, regulatory requirements, or the rights and freedoms of other entities.
- 3.12. Trial period
  - 3.12.1. 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.
  - 3.12.2. 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.
  - 3.12.3. 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.
  - 3.12.4. During the trial period, the Customer may use the Service to the extent established by the Contractor, without charging a fee.
  - 3.12.5. 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.
  - 3.12.6. 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 undertakes to ensure the processing of the Customer's requests under the following conditions:

<b>Group of appeals</b>	<b>Task</b>	<b>Time</b>	<b>Period</b>
Customer Requests	Increasing Personal Account quotas	20 minutes	24/7/365
Customer Requests	Reset/change your Personal Account password	20 minutes	24/7/365
Customer Requests	Manually reboot/unlock a virtual machine	10 minutes	24/7/365
Customer Requests	Establishing a network connection between two availability zones	30 minutes	24/7/365
Troubleshooting	Critical malfunctions resulting in a complete shutdown of the Customer's services.	60 min	24/7/365
Troubleshooting	Malfunctions that have a minor impact on the operation of the Customer's main services.	4 hours	24/7/365

5.2. The above requests are accepted via the Contractor's official Telegram bot (all requests are automatically registered in the Contractor's CRM):@PRO DATA Support Botor by phone: +7 (747) 507 3022.

5.3. 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.

- 5.4. 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.
- 5.5. The Contractor guarantees the availability of the allocated computing resources under this Agreement (SLA) during the reporting period of 99.9%.
- 5.6. 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:

<b>Total availability time</b>	<b>Amount of compensation</b>
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%

- 5.7. Under no circumstances may compensation under the SLA exceed the amount paid by the Customer for a month of using the Service.
- 5.8. The time of unavailability of the Service due to scheduled maintenance work is not subject to compensation.
- 5.9. Downtime caused by force majeure and other circumstances that did not occur through the fault of the Contractor is not subject to compensation.
- 5.10. Downtime caused by the actions (inactions) of the Customer is not subject to compensation.
- 5.11. 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.
- 5.12. 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.

- 5.13. 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, upon request, be provided with compensation in the amount of 50% of the cost of services consumed in the reporting period during which the said loss and/or damage occurred.
- 5.14. 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).
- 5.15. 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.