

TERMS OF USE OF SPECIFIC SERVICES

“PRO-DATA AI PLATFORM” SERVICE

Version of 01.10.2026

Effective from 01.10.2026

These Terms of Use of Specific Services (the “Terms”) form an integral part of the User Agreement (the “Agreement”).

TERMS AND DEFINITIONS

AI Platform – a service of the Provider intended for running, developing and operating artificial intelligence models using GPU-based computing capacity.

Cloud Platform – a basic service of the Provider under which the Customer is provided with a Customer Portal and a Primary Account required for subsequently connecting other services of the Provider, including the AI Platform.

GPU Card – a unit of physical computing resource (graphics processing unit) provided to the Customer under the selected Access Format.

Shared Pool – the aggregate of the Provider’s GPU Cards that are not permanently assigned to a specific Customer and are allocated among Customers under the On-Demand Access Format.

Access Format – the method of providing a GPU Card that determines the level of availability, resource isolation and the payment procedure. The Provider offers the following Access Formats: On-Demand, Dedicated, On-Premise.

On-Demand – an Access Format under which a GPU Card is provided to the Customer from the Shared Pool subject to actual availability, with no guarantee of continuous use and no guarantee of waiting time.

Dedicated – an Access Format under which a dedicated GPU Card is assigned to the Customer for the term specified in the request or invoice.

PVC – storage created by the Customer for storing data of any kind in the AI Platform.

On-Premise – an Access Format under which the computing infrastructure is physically located at an isolated site of the Provider or on the Customer’s premises.

Usage Period – the time interval during which a specific GPU Card is assigned to the Customer, from the moment it is allocated from the Shared Pool (or provided under another Access Format) until the moment it is returned to the Shared Pool (or its provision is otherwise terminated).

Project – a logical accounting unit in the Customer Portal within which the Customer allocates computing resources among its tasks and users.

Specification – a document forming an integral part of the Contract in which the Parties agree on the price of GPU Cards for each Access Format, as well as the price of other billable resources of the Service, including PVC.

1. SUBJECT MATTER

1.1. The Provider grants the Customer access to the AI Platform (the “Service”). A portion of the resources of the infrastructure located at the Provider’s Technical Site or, where the On-Premise Access Format is selected, at a site agreed by the parties is placed at the Customer’s disposal. The Customer accepts the Service and pays the Provider for it.

1.2. The price of using GPU Cards in all Access Formats (On-Demand, Dedicated, On-Premise), as well as the price of other billable resources of the Service, including PVC, is set out in the Specification, which forms an integral part of the Contract.

2. SERVICE SPECIFICATION

2.1. Description of the Service:

2.1.1. The AI Platform provides the Customer with access to GPU-based computing capacity and the software tools required to develop, test and operate artificial intelligence models.

2.1.2. The set of functional capabilities of the Service is determined by the Provider at its own discretion and may be changed, supplemented or renamed without amending these Terms, since such changes do not affect the procedure for provision, payment and liability of the parties established by these Terms.

2.1.3. The Service is provided in one or more Access Formats – On-Demand, Dedicated, On-Premise – at the Customer’s choice, subject to the Provider’s technical capabilities.

2.1.4. The Service provides the ability to scale according to the Customer’s needs, taking into account the volume of tasks and computing resource requirements.

3. PROCEDURE FOR PROVISION OF THE SERVICE

3.1. The Customer may order the Service by submitting a request to the Provider in one of the following ways: by phone, by email or via a messenger.

3.2. Provision of the Service begins once the Provider confirms the request and creates a Project in the Customer Portal, provided that the Customer has an active account in the Customer Portal of the Cloud Platform.

3.3. The Customer independently selects the Access Format when creating a GPU Card within a Project and may subsequently change it by creating a new GPU Card in a different Access Format.

3.4. Project quotas are set by the Provider automatically and may be changed upon request, subject to technical feasibility.

3.5. The Customer is prohibited from using the computing environment for:

3.5.1. Storing and processing data that violates applicable law.

3.5.2. Hosting malicious scripts, models and applications that may adversely affect the operation of other Customers or the computing environment.

3.5.3. Actions aimed at obtaining GPU Cards in a volume exceeding the Customer's reasonable needs in order to restrict other Customers' access to the Shared Pool.

3.6. Procedure for Use under the On-Demand Access Format

3.6.1. GPU Cards under the On-Demand Access Format are provided from the Shared Pool, which is available to multiple Customers simultaneously.

3.6.2. A GPU Card can be provided only if free cards are available in the Shared Pool at the time of the Customer's request. The Provider does not guarantee the availability of free cards at any particular point in time and does not guarantee the waiting time if none are available.

3.6.3. The Usage Period of a GPU Card under the On-Demand Access Format is the time interval from the moment a specific GPU Card is actually assigned to the Customer from the Shared Pool until the moment it is returned to the Shared Pool. The Usage Period of a PVC under the On-Demand Access Format is the time interval from the moment it is actually created until it is deleted.

3.6.4. A GPU Card is returned to the Shared Pool at the Customer's initiative (by stopping or deleting the GPU Card in the Customer Portal) or automatically – upon expiry of the set time limit or upon the occurrence of another event determined by the technical configuration of the Service.

3.6.5. For the avoidance of doubt, the parties have agreed that the end of the Usage Period is solely the moment the GPU Card is actually returned to the Shared Pool in accordance with clause 3.6.4 of these Terms. Completion by the Customer of a computation, inference, model training or any other practical task for which the GPU Card was used does not constitute and may not be construed as the end of the Usage Period unless the Customer has returned the GPU Card to the Shared Pool in accordance with clause 3.6.4.

3.6.6. Data stored in a PVC is retained after the GPU Card is returned to the Shared Pool in accordance with the terms of the relevant storage service. Data stored in the temporary storage of a GPU Card is permanently deleted at the moment the GPU Card is returned to the Shared Pool and cannot be recovered.

3.6.7. The Customer is solely responsible for saving the results of its work (model weights, intermediate data) to external storage or a PVC before the GPU Card is returned to the Shared Pool.

3.6.8. Payment is made for the Usage Period of a GPU Card or PVC in accordance with clause 3.6.3 of these Terms, at the prices set out in the Specification.

3.7. Trial Period

3.7.1. The Service may be provided to the Customer on a trial basis for 3 (three) calendar days or another period determined by the Provider, starting from the moment the Service is first activated.

3.7.2. The decision to grant a trial period is made by the Provider based on the Customer's request and after assessing whether a trial period can be granted. The Provider may refuse to grant a trial period without giving reasons.

3.7.3. The trial period is granted only once and only to new Customers who have not previously activated this Service.

3.7.4. Upon expiry of the trial period, unless the Service has been disabled by the Customer, its use automatically becomes paid in accordance with the price list established by the Provider.

4. LIABILITY OF THE PARTIES

4.1. Responsibility for ensuring the operability and security of the Service is allocated between the Provider and the Customer as follows:

Component	Responsible Party
Customer's data, models, prompts	Customer
Correctness and legality of the models used	Customer
AI Platform software	Provider
Operating system	Provider
Virtualization platform	Provider
Hardware platform (GPUs, servers)	Provider
Network infrastructure	Provider

4.2. Where the On-Premise Access Format is used at the Customer's site, responsibility for the hardware platform and network infrastructure is allocated by a supplementary agreement of the parties.

5. SERVICE LEVEL AGREEMENT (SLA)

5.1. Customer requests are accepted via the Provider's official Telegram bot (all requests are automatically registered in the Provider's CRM): Telegram: @PRO_DATA_Support_Bot, WhatsApp: +7 747 507 30 22.

5.2. The response time via instant messaging protocols is up to 10 minutes during normal operation and may be extended in the event of an emergency. The response time by email may be up to 24 hours.

5.3. Technical support is provided 24/7, without days off or breaks. Request processing time may be up to 24 hours.

5.4. Availability Guarantee for the Dedicated and On-Premise Access Formats

5.4.1. The Provider guarantees Service availability over the reporting period (SLA) of 99.9% for the Dedicated and On-Premise Access Formats.

5.4.2. If the specified service level is breached, the Customer is paid compensation as a percentage of the cost of using the Service for the reporting period:

Total availability	Compensation amount
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%

5.5. Availability Guarantee for the On-Demand Access Format

5.5.1. The Provider does not guarantee and is not liable for the absence of free GPU Cards in the Shared Pool, or for the Customer's waiting time until a GPU Card is assigned. This circumstance is an inherent feature of the On-Demand Access Format and is not considered a breach of the service level.

5.5.2. From the moment a GPU Card is actually assigned to the Customer (the start of the Usage Period under clause 3.6.3) until it is returned to the Shared Pool, the Provider guarantees the operability of the assigned GPU Card and the functioning of the AI Platform at a level of 99.9% within that Usage Period.

5.5.3. If the level specified in clause 5.5.2 is breached during a specific Usage Period, the Customer is granted compensation in the amount determined according to the scale in clause 5.4.2, applied to the cost of that specific Usage Period.

5.5.4. Downtime caused by the Customer's actions (or omissions), including errors in code, configuration or models run by the Customer on the GPU Card, is not considered a breach of the level specified in clause 5.5.2.

5.6. Service unavailability related to scheduled maintenance is not subject to compensation.

5.7. Downtime related to force majeure and other circumstances not caused by the Provider's fault, as well as downtime caused by the Customer's actions (or omissions), is not subject to compensation.

5.8. Service unavailability (downtime) is defined as the time interval recorded by the Provider based on its own data and/or confirmed by the Provider upon the Customer's request through the channels specified in clause 5.1, from the moment it is recorded until the moment the Service resumes operation.

5.9. The aggregate compensation under this section may under no circumstances exceed the amount paid by the Customer for the relevant reporting period or Usage Period to which the compensation applies.

5.10. The compensation granted is a discount reducing the cost of the Service and does not entail any cash payment to the Customer.

5.11. In the event of loss of and/or damage to the Customer's data stored in a PVC as a result of an incident caused by the Provider's fault, the Customer is granted compensation equal to 50% of the cost of the Services consumed in the reporting period (or Usage Period – for the On-Demand Format) during which the data loss occurred. This clause does not apply to data stored in the temporary storage of a GPU Card, to which clauses 3.6.6–3.6.7 of these Terms apply.

5.12. The Provider is not liable for lost profits or any indirect losses incurred by the Customer in connection with the use or non-use of the Service.

5.13. The Provider is liable for damage caused to the Customer as a result of the use or non-use of the Service only if the Provider's fault is proven, in an amount proportional to the share of the subscription fee for the period of downtime.