



GENERAL TERMS AND CONDITIONS

of Amber Light GmbH

Last change on:
2023.07.01





1. Scope

- 1.1. These General Terms and Conditions (hereinafter referred to as "GTC") apply to all services provided by Amber Light GmbH (hereinafter referred to as "Service Provider") to its clients, both businesses and individuals worldwide.
- 1.2. The GTC governs the relationship between the Service Provider and the Client, unless otherwise agreed in writing.

2. Definitions:

- 2.1. **"Agreement"** refers to this Agency and Service Agreement, including all schedules, annexes, and appendices attached hereto.
- 2.2. **"Services"** refers to the digital solutions, including but not limited to 3d rendering, image processing, hosting, data storage, data processing capabilities, technical support, security measures, integration, customization, training, consultation and any other services described in this Agreement.
- 2.3. **"SLA" or "Service Level Agreement"** refers to services regarding the availability and uptime of its services, as well as the remedies available in case of service disruptions.
- 2.4. **Minor Changes:**
 - 2.4.1. **Cosmetic Changes:** Updates to the user interface that don't alter the core functionality or user experience significantly.
 - 2.4.2. **Performance Improvements:** Enhancements that make the service faster or more efficient but don't change its fundamental nature.
 - 2.4.3. **Bug Fixes:** Resolutions to known issues that don't impact the overall functionality or features of the service.



2.4.4. **Documentation Updates:** Changes to user manuals, FAQs, or other documentation that don't relate directly to the service's functionality.

2.4.5. **Downtime:** Any scheduled maintenance or updates that result in service unavailability for less than 3 hours consecutively

2.5. Significant Changes:

2.5.1. **Functional Impact:** Any change that alters the core functionality of the services, leading to a different user experience or requiring the customer to adapt their usage patterns.

2.5.2. **Cost Impact:** Any change that results in an increase in the fees by more than 10% within a month.


2.5.3. **Data Impact:** Changes that affect the storage, processing, or transmission of the customer's data, especially if it impacts the security or privacy of such data.

2.5.4. **Integration Impact:** Changes that require the customer to modify their existing integrations or systems to continue seamless operation with the services.

2.5.5. **Downtime:** Any scheduled maintenance or updates that result in service unavailability for more than 24 hours consecutively.

2.6. **"Confidential Information"** refers to all non-public information disclosed by one party to the other, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

2.7. **"GDPR"** refers to the General Data Protection Regulation (EU) 2016/679, a regulation in EU law on data protection and privacy.

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- 2.8. "Data Controller"** refers to the party that determines the purposes and means of the processing of personal data. For the purposes of this Agreement, the "Customer" shall act as the Data Controller.
- 2.9. "Data Processor"** refers to the party that processes personal data on behalf of the Data Controller. For the purposes of this Agreement, "Amber Light GmbH" shall act as the Data Processor.
- 2.10.** Both **"Data Controller"** and **"Data Processor"** have the meanings ascribed to them under the GDPR.
- 2.11. "Force Majeure"** refers to any event outside the reasonable control of a party, including but not limited to strikes, lockouts, acts of God, war, terrorism, riot, and natural disasters.
- 2.12. "eIDAS regulation"** refers to the Regulation (EU) No 910/2014 on electronic identification and trust services for electronic transactions in the internal market.
- 2.13. "VAT"** refers to Value Added Tax, a consumption tax levied on the value added to goods and services.

3. Entire Agreement

- 3.1. These GTC, along with any Service Orders or annexes, constitute the entire agreement between the Parties and supersede all prior negotiations, understandings, and agreements.

4. Services

- 1.1. **Render Farm Services:** The Service Provider offers Render Farm services, allowing clients to submit pre-made 3D scenes. The Service




Provider will process these scenes and return the calculated images.

- 1.2. **Cloud Services:** The Service Provider offers cloud-based services, which include but are not limited to hosting, data storage, and data processing capabilities. The cloud services are designed to ensure high availability, redundancy, and scalability to meet the customer's demands.
- 1.3. **Graphic Design Services:** Upon request, the Service Provider also offers graphic design services, creating or enhancing visual content for clients.

5. Amendments to the Agreement

- 5.1. **Purpose:** This section outlines the process by which Amber Light GmbH can make changes to these General Terms and Conditions.
- 5.2. **Unilateral Changes:** Amber Light GmbH reserves the right to amend, modify, or update these General Terms and Conditions at its sole discretion.
- 5.3. **Notification:** Amber Light GmbH commits to notifying its clients of any significant changes to these General Terms and Conditions. Such notification will be provided at least 2 weeks in advance of the changes taking effect. The notification may be sent via email, posted on the company's website, or through other appropriate communication channels.
- 5.4. **Acceptance:** Continued use of Amber Light GmbH's services after the changes take effect will be considered acceptance of the revised terms. If a client disagrees with the updated terms, they should discontinue using the services before the changes come into effect.

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- 5.5. **No Waiver:** Failure by Amber Light GmbH to enforce any provision of these General Terms and Conditions shall not be construed as a waiver of any provision or right.
- 5.6. **Archival:** Previous versions of these General Terms and Conditions will be archived and made available upon request.

6. Service Provision and Modifications

- 6.1. **Service Provision:** Amber Light GmbH commits to providing the services as described in this Agreement. The services are subject to the terms and conditions set forth herein.
- 6.2. **Dynamic Service Provision:** The Cloud Services are subject to change based on technological advancements, market demands, and other factors. Amber Light GmbH will make reasonable efforts to inform the Customer of significant changes."
- 6.3. **Service Modifications:** Amber Light GmbH reserves the right to modify, enhance, or change the services to improve their quality or to adapt to technological advancements and changes.
- 6.4. **Notice of Significant Changes:** In the event of any significant modifications that materially alter the nature or scope of the services provided, Amber Light GmbH will provide the Customer with prior notice. Such notice will be given at least thirty (30) days before the changes take



effect.

- 6.5. **Minor Changes:** For minor changes or improvements that do not materially affect the nature or scope of the services, Amber Light GmbH may implement these changes without prior notice. However, an update or a note will be made available to the Customer, detailing the changes, either through the service platform or via email.
- 6.6. **Customer's Acceptance:** Continued use of the services after any modifications will constitute the Customer's acceptance of such changes. If the Customer does not agree with the modifications, they should discontinue using the services and notify Amber Light GmbH.
- 6.7. **Feedback and Concerns:** The Customer is encouraged to provide feedback or voice concerns about any changes to the services. Amber Light GmbH commits to considering such feedback in good faith and, where possible, making adjustments to address valid concerns. However, the final decision regarding service modifications rests with Amber Light GmbH.

7. Feedback Mechanism

- 7.1. **Purpose:** Amber Light GmbH values the insights and suggestions of its customers. A structured feedback mechanism is established to ensure that the Customer's voice is heard and considered in the continuous improvement of the services provided.
- 7.2. **Submission:** The Customer can submit feedback, suggestions, or concerns via email (service@amber-light.de), or through any other communication channels established by Amber Light GmbH for this




purpose.

- 7.3. **Acknowledgment:** Upon receipt of any feedback, Amber Light GmbH will send an acknowledgment to the Customer within ten (10) business days. This acknowledgment will confirm the receipt of the feedback and provide an initial response or action plan, if applicable.
- 7.4. **Implementation:** If the feedback suggests a change or improvement that Amber Light GmbH deems beneficial and feasible, a timeline for implementation will be developed. The Customer will be informed of this timeline and any major milestones.
- 7.5. **Feedback Loop:** Once the suggested change or improvement has been implemented, Amber Light GmbH will inform the Customer and may seek further feedback to ensure the change meets the Customer's expectations and addresses the initial feedback effectively.
- 7.6. **Transparency:** Amber Light GmbH commits to maintaining transparency in its feedback process. Regular updates on the status of feedback under consideration or implementation may be provided to the Customer, either directly or through periodic reports.
- 7.7. **No Compensation:** While Amber Light GmbH greatly appreciates the feedback, the provision of feedback does not entitle the Customer to any compensation, even if Amber Light GmbH implements a suggestion or idea provided by the Customer.



8. Payment

- 8.1. **For Render Farm services**, the Client shall compensate the Service Provider based on the complexity, duration, and resources used in processing the 3D scenes. The exact fee structure will be detailed in the Service Order or a separate annex.
- 8.2. **For Graphic Design services**, the compensation will be determined based on the scope of the project, hours worked, and other relevant factors, as agreed upon before the commencement of the design work.
- 8.3. **For Cloud Services**, The Customer agrees to pay Amber Light GmbH the fees as set forth in this Agreement. The specific fee structure, including any discounts, promotions, or special pricing, will be detailed in this section or in a separate schedule attached to this Agreement.
- 8.4. **Payment Terms:** The Customer operates on a "Pay as you go" model. The Customer will prepay for the services, and the funds will be used to access and utilize the Cloud Services.
- 8.5. **Suspension for Non-Payment:** If the Customer's prepaid funds are exhausted, Amber Light GmbH reserves the right to suspend the services until additional funds are added.
- 8.6. **Taxes:** All fees are exclusive of any taxes, levies, or duties imposed by taxing authorities. The Customer is responsible for paying any taxes associated with its purchases, excluding taxes based on Amber Light GmbH's net income.



8.7. **Disputes:** If the Customer disputes any charges, they must notify Amber Light GmbH in writing within [10] days of the invoice date. Both parties agree to work together in good faith to resolve any billing disputes.

8.8. **Adjustments:** Any adjustments or changes to the fee structure will be communicated to the Customer with at least [30] days' notice. Continued use of the services after this period will constitute acceptance of the new fees.

8.9. **Refunds:** Unless otherwise agreed upon, all fees are non-refundable.

8.10. **Adjustments to Fees:** If a significant change results in a reduction in the scope or quality of the services, the Customer may request a corresponding adjustment to the fees. Any such adjustment will be at the discretion of Amber Light GmbH and will be based on the nature and extent of the change.

8.11. **VAT Regulations:**


8.11.1. All prices and fees stated in this Agreement are exclusive of Value Added Tax (VAT) unless otherwise expressly stated. Any VAT due in relation to any services provided under this Agreement will be borne by the Customer.

8.11.2. Amber Light GmbH will provide the Customer with a VAT invoice in accordance with applicable German and EU VAT legislation. The Customer agrees to provide Amber Light GmbH with any information necessary to allow Amber Light GmbH to issue such an invoice.

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- 8.11.3. If the Customer is based outside of Germany but within the EU and provides a valid VAT number, the reverse charge mechanism may apply. In such cases, the Customer is responsible for accounting for any VAT due in their respective country.
- 8.11.4. If the Customer is required by law to make any deduction or withholding from any payment due to Amber Light GmbH under this Agreement, then the gross amount payable by the Customer will be increased so that, after making that deduction or withholding, the net amount received by Amber Light GmbH is not less than the amount Amber Light GmbH would have received had no such deduction or withholding been required.
- 8.11.5. It is the responsibility of the Customer to ensure that any VAT number provided to Amber Light GmbH is valid and relates to the entity entering into this Agreement. If the Customer provides an invalid VAT number, Amber Light GmbH reserves the right to charge the Customer any VAT due, along with any penalties or interest incurred.

9. Access to Services

- 9.1. **Service Access for Cloud Services:** The cloud services will be accessible to the Customer as long as there are prepaid funds available. It's the Customer's responsibility to ensure they have prepaid sufficiently to cover the services they intend to use.
- 9.2. **Service Access to Render Farm:** The render services are available to the Customer as long as they are acting in good faith and pose no danger to



the usual workflow of the company. Amber Light GmbH reserves the right to deny service in exceptional circumstances.

10. Liabilities

- 10.1. **Limitation of Liability:** Neither party shall be liable to the other for any lost profits or any indirect, special, incidental, consequential, or punitive loss or damage of any kind, or for damages that could have been avoided by the use of reasonable diligence, arising in connection with the agreement, even if the party has been advised or should be aware of the possibility of such damages.
- 10.2. **Third-Party Services:** Amber Light GmbH is reselling services provided by Vidimo. While Amber Light GmbH will do its best to facilitate a smooth service experience, it cannot be held responsible for any service disruptions, data loss, or other issues that arise due to problems on Vidimo's end. Any claims related to the technical aspects of the service should be directed to Vidimo.
- 10.3. **Indemnification by Customer:** The Customer agrees to indemnify and hold harmless Amber Light GmbH, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, or expenses, including reasonable attorneys' fees and costs, due to or arising out of the Cloud Services provided.
- 10.4. **Force Majeure:** Neither party will be responsible for any failure or delay in its performance under the agreement due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or



supplies, war, terrorism, riot, or acts of God.

- 10.5. Notwithstanding anything else in the agreement to the contrary, the maximum aggregate liability of Amber Light GmbH and any of its employees, agents or affiliates, under any theory of law (including breach of contract, tort, strict liability, and infringement) shall be a payment of money not to exceed the amount payable by the Customer for three months of service.

11. Warranties and Representation

- 11.1. **Service Warranties:** Amber Light GmbH warrants that the services provided will conform to the descriptions and specifications provided in this Agreement. Any deviations from these descriptions and specifications are to be fixed in written form.
- 11.2. **No Additional Warranties:** Except as expressly stated in this Agreement, Amber Light GmbH makes no additional representations or warranties, express or implied, including any implied warranties of merchantability, fitness for a particular purpose, or non-infringement.
- 11.3. **Remedies:** In the event of a breach of the warranties provided in this Agreement, the customer's sole and exclusive remedy will be, at Amber Light GmbH's discretion, the re-performance of the affected services or a refund of the fees paid for the affected services, subject to the terms and conditions set forth by this Agreement.



12. Indemnification

- 12.1. The Customer agrees to indemnify and hold harmless the Reseller from any claims, damages, or losses resulting from the use of the services, except where such claims, damages, or losses are due to the negligence or misconduct of the Reseller.

13. GDPR Compliance

- 13.1. **Data Processing Roles and Responsibilities:** Amber Light GmbH acknowledges its role as the data processor and commits to processing personal data solely for the purposes specified by the data controller. The legal basis for processing will be clearly defined and adhered to at all times.
- 13.2. **Data Subjects' Rights:** Amber Light GmbH recognizes the rights of data subjects as stipulated under the GDPR. Procedures are in place to facilitate data subjects' rights to access, rectify, erase, restrict processing, data portability, and object to processing.
- 13.3. **Data Minimization and Storage Limitation:** Amber Light GmbH ensures that only the necessary data is processed and will not store personal data longer than required for the processing purposes.
- 13.4. **Technical and Organizational Measures:** Amber Light GmbH has implemented robust security measures, including encryption, pseudonymization, and access controls, to safeguard personal data against breaches.
- 13.5. **Data Breach Notification:** In the event of a data breach, Amber Light GmbH will notify the data controller within 72 hours, detailing the nature



of the breach, potential consequences, and mitigation measures taken.

- 13.6. **Sub-processors:** If Amber Light GmbH engages sub-processors, the data controller will be informed, and the same data protection obligations will be imposed on the sub-processors.
- 13.7. **Data Transfers:** Amber Light GmbH ensures that any transfer of personal data outside the EU/EEA will have adequate safeguards in place.
- 13.8. **Termination and Deletion of Data:** Upon contract termination, Amber Light GmbH commits to deleting all personal data processed unless legal obligations require storage.
- 13.9. **Records of Processing Activities:** Amber Light GmbH maintains detailed records of its processing activities as mandated by Article 30 of the GDPR.
- 13.10. **Indemnities and Liabilities:** Amber Light GmbH assumes liability for any data breaches resulting from its negligence and will indemnify the data controller for any fines or legal actions arising from such breaches.
- 13.11. **Consent:** Where processing is based on consent, Amber Light GmbH ensures that clear and explicit consent is obtained, recorded, and that mechanisms are in place for its withdrawal.
- 13.12. **Review and Update:** Amber Light GmbH commits to regularly reviewing and updating its data processing practices and this contract to ensure continued GDPR compliance.



14. Termination and Consequences

- 14.1. **Termination by Mutual Agreement:** This Agreement may be terminated at any time by mutual written agreement of both parties.
- 14.2. **Termination for Breach:** Either party may terminate this Agreement upon written notice if the other party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice thereof.
- 14.3. **Termination for Convenience:** Either party may terminate this Agreement for any reason by providing Amber Light GmbH with a thirty (30) days written notice. In such cases, any prepaid amounts for services not yet rendered will be refunded to the Customer on a pro-rata basis.
- 14.4. **Right to Terminate:** In the event of a significant modification that materially alters the nature or scope of the services provided, and if the Customer finds such changes unacceptable, the Customer shall have the right to terminate this Agreement without penalty. The Customer must exercise this right by providing written notice to Amber Light GmbH within fifteen (15) days of receiving notice of the significant change. Any prepaid amounts for services not yet rendered will be refunded to the Customer on a pro-rata basis.
- 14.5. **Data Handling Post-Termination:** Upon termination of this Agreement for any reason, Amber Light GmbH will retain the Customer's data for a period of thirty (30) days. During this period, the Customer may request a copy of their data. After this period, all Customer data will be permanently deleted from Amber Light GmbH's systems, unless legally



required otherwise.

- 14.6. **Outstanding Payments:** Termination of this Agreement for any reason shall not release the Customer from the obligation to pay any fees accrued or payable to Amber Light GmbH prior to the date of termination.
- 14.7. **Bankruptcy or Insolvency:** In the event that either party becomes bankrupt, insolvent, or enters into liquidation, the other party may terminate this Agreement immediately upon written notice. Any outstanding obligations or payments due up to the point of termination will remain enforceable.
- 14.8. **Survival:** Provisions of this Agreement that, by their nature, should survive termination of this Agreement will survive such termination. This includes, but is not limited to, confidentiality obligations, data handling, and liability provisions.

15. Assignment and Delegation

- 15.1. The Customer shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of Amber Light GmbH. Any purported assignment or delegation in violation of this Section shall be null and void.
- 15.2. Amber Light GmbH may at any time assign, transfer, or subcontract any or all of its rights or obligations under this Agreement without the Customer's prior written consent.



16. Law and Dispute Resolution

- 16.1. **Applicable Law:** This agreement shall be governed by and construed in accordance with the laws of Germany, without regard to its conflict of laws principles.
- 16.2. **Jurisdiction:** Any disputes arising out of or in connection with this agreement, including any question regarding its existence, validity, or termination, shall be subject to the exclusive jurisdiction of the competent courts of Frankfurt am Main, Germany.
- 16.3. **Alternative Dispute Resolution:** Before resorting to formal legal proceedings, the parties shall attempt in good faith to resolve any dispute arising out of or relating to this agreement promptly through negotiation or any other method of alternative dispute resolution mutually agreed upon by the parties like the Online Dispute Resolution platform provided by the European Commission before pursuing any legal action.
- 16.4. **Enforcement:** The prevailing party in any legal action brought under or in connection with the subject matter of this agreement shall be entitled to recover from the other party its attorneys' fees and costs.
- 16.5. **Electronic signatures:** Any electronic signatures applied by the parties to this agreement are considered legally binding. Both parties acknowledge that electronic contracts are valid and enforceable under the eIDAS regulation and German law.



17. Notices

- 17.1. **Form of Notice:** All notices, requests, demands, claims, and other communications hereunder shall be in writing.
- 17.2. **Method of Notice:** Notices shall be sent to the respective parties at the addresses set forth at the beginning of this Agreement (or to such other address that may be designated by the receiving party from time to time) via: (a) personal delivery; (b) a nationally recognized, next-day courier service; (c) first-class registered or certified mail, postage prepaid; or (d) electronic mail.
- 17.3. **Receipt of Notice:** A notice given under this Agreement will be effective on the other party's receipt of it, or if mailed, the earlier of the other party's receipt of it and the fifth business day after its mailing.
- 17.4. **Refusal of Notice:** If a party, provided with a notice of another party, refuses the notice or if the notice is not delivered because of a change in address for which no notice was given, then the notice regarding the subject matter of the original notice will be deemed received by the refusing party or the party that changed its address on the second business day after the original notice was sent.

18. Confidentiality

- 18.1. **Obligations:** Amber Light GmbH shall hold the Customer's Confidential Information in confidence and shall not disclose such Confidential Information to any third party. Amber Light GmbH shall take all reasonable precautions to prevent any unauthorized disclosure of the Confidential Information, including, but not limited to, having in place and



enforcing security measures to restrict access to the Customer's data and information.

18.2. **Access Control:** Amber Light GmbH has implemented a security system that ensures a user can access only their own data and information. This system is designed to prevent unauthorized access and breaches of confidentiality.

18.3. **Exceptions:** The obligations set forth in this section shall not apply to information that: (a) is or becomes publicly available without breach of this Agreement; (b) can be shown by documentation to have been known to Amber Light GmbH at the time of its receipt from the Customer; (c) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (d) can be shown by documentation to have been independently developed by Amber Light GmbH without reference to the Confidential Information.

18.4. **Duration:** The obligations under this section shall survive the termination or expiration of this Agreement for a period of five (5) years.


19. Severability

19.1. If any provision of these GTC is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

20. Language of the Contract

20.1. **Primary Language:** This Agreement has been drafted in English, and the English version shall be the controlling language for all purposes.

20.2. **Translations:** This Agreement may be translated into Russian or other languages for the convenience of the parties. In the event of any conflict



or inconsistency between the English version and the Russian (or any other language) version, the English version shall prevail.

20.3. **Interpretation:** Any translation of this Agreement is provided for reference purposes only. The parties acknowledge and agree that they have reviewed the Agreement in English and that it is their mutual intention that this Agreement be construed as if it were drafted jointly between the parties in the English language.

20.4. **Discrepancies:** In the event of a dispute, the parties agree to refer to the English version of this Agreement to resolve any discrepancies or ambiguities.

Acting Director: Mikhail Talalaevskiy, Director
Amber Light GmbH



Addendum: Cloud Services




Introduction

This document provides a detailed explanation of the terms and definitions associated with the Cloud Service.

1. Definitions

- 1.1. Virtual Machine (VM):** A virtual computer that utilizes dedicated resources of a real (physical) server (processor, disk, graphics card, adapters, RAM). These resources are stored in the cloud, allowing the VM to operate autonomously. Connection to the VM is made via remote access.
- 1.2. Resource:** A virtual unit representing a portion of the physical server's resources.
- 1.3. User:** A combination of a username and password that identifies the lessee of the Resources.
- 1.4. Virtual Disk:** An isolated volume of space on a physical disk located on the Executor's Technical Platform.
- 1.5. Backup:** A Resource that allows saving data or states of a virtual machine at a specified frequency.
- 1.6. Quotas:** Set limits on the number of leased resources applied to new users and accounts on the Executor's platform.
- 1.7. Limits:** Technical restrictions on leased resources set by the platform or service architecture. They define the maximum values or constraints that can be reached or exceeded within the system.
- 1.8. Entity:** A general name for various active and/or tariffed resources that can be created, used, or managed by the User in the personal account in the Cloud Service. Entities include virtual machines (VMs), snapshots, backups, images, and volumes.

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- 1.9. Shelf (Shelved status):** A feature that temporarily suspends the use and tariffing of all virtual machine resources, except for the IP address, operating system (Windows), and virtual disk.
 - 1.10. Instance Type:** The instance type in the Cloud Service only determines the type of data storage.
 - 1.11. Volume-backed Instance Type:** A type of virtual machine or server that uses physical block-level data storage to store files and the operating system. In this instance type, each VM instance has an associated volume, which is a separate block device for storing data in network storage with triple replication.
 - 1.12. Local Instance Type:** A type of virtual machine or server that uses local storage to store files and the operating system. In this instance type, data is written and read directly from the local physical storage level, without the need for separate block devices or virtual disks.



2. Main Provisions

- 2.1. The User orders services through the Cloud Service.
- 2.2. The provision of the Service begins when an Entity is created, provided there are sufficient funds in the User's Balance.
- 2.3. The User creates Entities within the limits and quotas set by the Contractor in a private discussion.
- 2.4. Quotas and limits can be modified (either increased or decreased) by sending a corresponding request to the technical support service, provided there is technical feasibility.
- 2.5. The User has the autonomy to select the configuration of Virtual Machines, Virtual Disks, and Virtual Networks, except in situations where these elements are automatically created by the Contractor.
- 2.6. The server hosting the User's Virtual Machine has a network access speed of 1000 Mbps. This speed is shared among all Virtual Machines operating on the Contractor's server. The traffic consumed by the User is not billed.
- 2.7. Internet access for the User's Virtual Machines is facilitated through Public IP addresses.
- 2.8. The Contractor reserves the right to unilaterally reduce the Limit and/or Quotas for individual Resources.
- 2.9. The User independently operates the Virtual Machines by remotely accessing them through public communication networks, utilizing the available functions of the Service. The User also independently installs and configures the necessary software on the Virtual Machines.
- 2.10. The User can set a backup schedule with the available backup creation frequency.



3. Refund Conditions

- 3.1. Payment for Services is made after registration and authorization in the Cloud Service.
- 3.2. Payment is made by the User replenishing their Balance using the services available to them. This can be done using bank cards for all Users or by invoicing for legal entity Users.
- 3.3. At any given time, the Contractor automatically tracks the active Virtual Machines of the User, as well as other billable objects and ordered additional Services. Periodically, the Contractor deducts the calculated amount for the services rendered for the reporting period from the User's balance.
- 3.4. Service billing is per-second, with rounding up to the nearest second. Billing starts from the moment a billable object is created or launched. Payments are made based on the actual use of Resources by the User by deducting funds from the Balance once every hour. The amount deducted each hour can change if the User modifies the Service parameters.
- 3.5. The final cost of the Service is calculated based on data about the actually used Resources. Rates for Resources are set for a specific minimum unit of consumed Resource volume determined by the Contractor.
- 3.6. When ordering a Service with a tariff duration of 30 or 60 days, a 100% prepayment of the Service cost is required.



4. Procedure for Providing Services

- 4.1. The User orders Services in the Cloud Service.
- 4.2. The provision of the Service begins from the moment of creating an Entity, provided there are sufficient funds on the User's Balance.
- 4.3. The User creates Entities within the limits and quotas set by the Contractor.
- 4.4. Quotas and limits can be changed (increased or decreased) by sending a corresponding request from the User to the technical support service, provided there is a technical possibility.
- 4.5. The User has the right to independently choose the configuration of Virtual Machines, Virtual Disks, and Virtual Networks, except in cases where such elements are automatically created by the Contractor.
- 4.6. The server on which the User's Virtual Machine is located has access to the network at a speed of 1000 Mbps. This speed is shared among all Virtual Machines operating on the Contractor's server. The traffic consumed by the User is not billed.
- 4.7. Internet access for the User's Virtual Machines is provided via Public IP addresses.
- 4.8. The Contractor may unilaterally reduce the Limit and/or Quotas for individual Resources.
- 4.9. The User independently operates Virtual Machines by remotely accessing them via public communication networks, using the available Service functions, and independently installs and configures the software he/she needs on the Virtual Machines.
- 4.10. The User has the right to set a Backup schedule with the available frequency of creating a Backup.



5. Payment for Services

- 5.1. Payment for Services is made after registration and authorization in the Cloud Service.
- 5.2. Payment is made by the User replenishing the Balance, using bank cards for all Users, or by invoicing only for Users who are legal entities.
- 5.3. At every moment, the Contractor automatically keeps track of the User's active Virtual Machines, as well as other billable objects and ordered additional Services, periodically deducting from the User's balance the calculated amount for the Services provided by the Contractor for the reporting period.
- 5.4. Service billing is per second, rounding up to the nearest second. Billing starts from the moment of creation or launch of the billable object; funds are deducted from the account for the actual time of using computing resources. Payment is made for the Resources used by the User by deducting funds from the Balance once an hour. The amount deducted for each hour may change if the User changes the Service parameters.
- 5.5. The final cost of the Service is calculated from the data on the actually used Resources. Rates for Resources are set for a certain minimum unit of volume of the consumed Resource determined by the Contractor.
- 5.6. When ordering a Service at a rate that lasts 30 or 60 days, a 100% prepayment of the Service cost is made.



6. Termination of Service Provision

- 6.1. In the event that there are insufficient funds on the User's Balance to make the next deduction for the consumed Resources, access to the Service is automatically disabled. Virtual machines acquire the "Shelved" status.
- 6.2. If there are insufficient funds on the User's Balance for the next deduction for using the Resources, the Contractor has the right to delete the User's Entities within the following periods:
 - 6.2.1. For the "volume-backed" instance type (VM) – 7 (seven) calendar days.
 - 6.2.2. For the "Local" instance type (VM) – 14 (fourteen) calendar days.
 - 6.2.3. Other Entities (volumes, volume snapshots, snapshots, backups, and images) can be stored for up to 6 (six) months. The above terms can be revised by mutual agreement of the Parties.



7. Service Level Agreement (SLA)

7.1. Availability:

- 7.1.1. Downtime - the period when the rented virtual machines are unavailable to the User over the network.
- 7.1.2. Downtime Duration - the total downtime duration for the reporting period (1 month), excluding downtimes caused by the following factors:
 - 7.1.2.1. Scheduled maintenance during planned times.
 - 7.1.2.2. Disconnection of communication channels and equipment outside the Contractor's control zone.
 - 7.1.2.3. User applications or components not controlled or managed by the Contractor that caused a virtual machine failure.
 - 7.1.2.4. Malicious actions by the User, their employees, partners, clients, etc., that negatively impacted the Service components (spam, spoofing, violation of service usage rules, etc.).
 - 7.1.2.5. Other uncontrollable events classified as force majeure.

7.1.3.

Components	Availability
vCPU (virtual processor cores)	100% processor time (coefficient 1). Allocation of cores and threads one to one.
vRAM (RAM)	100%
GPU (graphics card)	100% (dedicated PCI-E device)
IP address (IPv4)	Dedicated external white address
Internet channel	Up to 2 Gbps
Private (local) network	Up to 20 Gbps



7.1.4. Uptime - the time during which the Service should operate normally. Server uptime: 24 hours, 7 days a week.

7.1.5. Availability Percentage - the ratio of the time the Service was available to the downtime.

$$\% \text{ availability} = 100\% * (\text{Uptime} - \text{Downtime}) / \text{Uptime}$$

Parameter	Target Value
Service Availability Percentage (%)	99.982%

7.2. Data Storage System Performance:

7.2.1. IOPS (Input/Output Operations Per Second) - the number of I/O operations performed by the Data Storage System (DSS) per second.

Parameter	Disk Type (VM Type)	Guaranteed Read Value	Guaranteed Write Value
Guaranteed IOPS count (measurements in Crystal Disk Mark 8.0.4) for random read/write of 4Kb blocks (with queue depth = 1).	SATA SSD (LOCAL)	4500 IOPS	7500 IOPS
	SATA SSD (volume-backed)	830 IOPS	6300 IOPS
	SATA HDD (volume-backed)	450 IOPS	4800 IOPS
	NVME PCI-E (LOCAL)	6500 IOPS	9500 IOPS



7.3. Technical Support

- 7.3.1. User Request - a User's request to the Cloud Service technical support service.
- 7.3.2. Standard Request - a User's request that can be easily resolved by first-line technical support staff using solutions listed in the service manual. It doesn't require the assistance of 2nd and 3rd level support and isn't related to service unavailability or significant quality reduction.
- 7.3.3. Non-standard Request - a User's request that doesn't have a solution listed in the standard first-line support instructions or requires the assistance of 2nd and 3rd level support. It isn't related to service unavailability or significant quality reduction.
- 7.3.4. Incident - a User's request related to service unavailability or significant service quality breach. Incidents have the highest priority when processing requests.

User Request Type	Processing Mode (hour/day)
Incident	24/7
Standard Request	24/7
Non-standard Request	8/5 (08:00 to 16:00 (UTC) Monday to Friday)

- 7.3.5. Response Time - the allowable delay between registering a request and starting its processing (determining the request type, starting processing/transferring the request to the 2nd or 3rd support level).

User Request Type	Processing Mode
Incident	15 minutes
Standard Request	15 minutes



Non-standard Request	24 hours
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7.4. Financial Guarantees

7.4.1. In case of a breach of these Terms, when the Contractor cannot ensure the guaranteed percentage of Service availability according to the Terms, Users are provided with monetary compensation.

% of Online time	Monetary compensation (in per cent of the factual cost)
≥99,982%	0%, (target SLA value)
<99,982%-99,00%	10%
<99,00%-95,00%	15%
< 95,00%	30%

- 7.4.2. Compensation is determined as funds transferred by the Contractor exclusively in the form of bonus funds to the User's Balance. The entire downtime of virtual machines is compensated.
- 7.4.3. To receive compensation, after the period in which the Service was unavailable, the User sends the Contractor a compensation request. The request is filled out according to the form posted on the Contractor's website, indicating the communication method, total downtime, and date of service unavailability.
- 7.4.4. Based on the User's compensation request, the Contractor, within 7 (seven) working days, calculates the compensation and transfers the bonus funds or decides to refuse compensation if the service malfunction was due to reasons beyond the Contractor's control, or was planned by the Contractor, of which the User was notified.
- 7.4.5. Downtime of a virtual machine is not compensated in cases provided for in paragraph 5.1.2. of these Terms and when the User violates the User Agreement.



- 7.4.6. In individual cases, the compensation amount can be agreed upon by the Parties individually.
- 7.4.7. The Contractor reserves the right, if necessary and to determine the cause of the problems, to request from the User all necessary technical and other data, access to the virtual/dedicated server, measurements of tests necessary to identify the causes that led to the problems. The User must assist in solving the problem by providing the required information to the Contractor as soon as possible (provided that the Contractor does not observe problems in the Service's operation).
- 7.4.8. If the User refuses to provide the requested information, the Contractor reserves the right not to consider the User's request and to refuse compensation until the necessary information is provided to the Contractor.