

ENGLISH TRANSLATION / FOR REFERENCE

Telematic Services Agreement

Uncertified English translation of the Russian document supplied with the website. This translation does not amend the source document. Review the agreement and its currency before signing.

Source: dogovor-na-telematicheskije-uslugi.pdf (5 pages). Original numbering, references, amounts and uncompleted fields are retained; obvious omissions in the source are identified in brackets.

Sole Proprietor Sergey Nikolaevich Lyamin (hereinafter the “Provider”), represented by [not specified in the source], acting on the basis of [not specified in the source], on the one hand, and [not specified in the source] (hereinafter the “Subscriber”), on the other hand, jointly referred to as the “Parties” and individually as a “Party”, have entered into this Agreement as follows:

1. Subject matter of the Agreement

The Provider undertakes to provide the Subscriber with paid telematic services of the global Internet network (hereinafter the Services), in accordance with the current Regulations (Appendix 1) and Price List (Appendix 2).

2. Obligations of the Parties

2.1. The Provider undertakes to:

2.1.1. Provide the Subscriber with the Services 24 hours a day, every day without interruption, in accordance with the current Price List and Regulations, except during necessary preventive maintenance and repairs, and in the circumstances or due to the factors specified in Chapter 6 of this Agreement.

2.1.2. Provide advice on questions arising for the Subscriber in connection with use of the Services.

2.1.3. Notify the Subscriber in a timely manner of changes to the Price List and Service Regulations by publishing the relevant information on the Provider’s WWW server or emailing it to the Subscriber. If the Subscriber does not agree with the revised documents, the Subscriber may terminate the Agreement in accordance with clause 7.4.

2.2. The Subscriber undertakes to:

2.2.1. Carefully review the Provider’s Regulations and Price List before entering into the Agreement. By signing this Agreement, the Subscriber confirms that they have read and agree with the Regulations and Price List and understand all their terms.

2.2.2. Comply with all requirements set out in the Regulations throughout the term of this Agreement.

2.2.3. Monitor their Personal Account (hereinafter the Account), which records all information on Services consumed and payments, and pay for the Services provided in a timely manner by advance payment in accordance with the Price List.

2.2.4. Read and take note of information about changes to the Appendices to the Agreement, as well as other technological and organisational changes published on the WWW server and emailed by the Provider.

2.2.5. Return to the Provider the copy of the service acceptance certificate received from the Provider and signed by the Subscriber, no later than 10 (ten) calendar days after receiving it. If the Subscriber has objections to the certificate, the Subscriber shall notify the Provider by registered mail no later than 15 (fifteen) calendar days after the Provider emails the text of the service acceptance certificate. If the Provider does not receive reasoned objections within 30 (thirty) calendar days after emailing the service acceptance certificate, the services provided by the Provider to the Customer shall be deemed accepted by the Subscriber.

3. Payment procedure

3.1. The cost of the Services under the Agreement is determined by the current Price List, which forms an integral part of the Agreement (see Appendices).

3.2. All Services provided to the Subscriber shall be paid for in roubles by advance payment to the Provider's settlement account. The minimum advance payment and the list of services are established by the Price List (see Appendices).

3.3. In accordance with the current Price List, the Provider records information on Services consumed, based on calculations by its own Automated Billing System (ABS), as well as the Subscriber's payments, in the Subscriber's Personal Account. The Provider gives the Subscriber access to information about their Account.

3.4. If the funds in the Account are completely exhausted, the Provider may suspend or terminate provision of the Services to the Subscriber. Provision of the Services shall resume in accordance with the instructions in the Terms of Service Provision (Appendix 1).

3.5. The Subscriber is responsible for the correctness of their payments. If the Provider's bank details change, the Subscriber shall be solely responsible for payments made using obsolete details from the time the new details are published in the relevant section of the ABS.

3.6. The Subscriber's payment documents shall include a mandatory reference to the Agreement number, in accordance with the instructions in the ABS.

4. Termination of access to the Service

4.1. The Provider may discontinue the Services, any part of the Services or any additional service within the main Service, or unilaterally terminate its contractual relationship with the Subscriber, while simultaneously sending written electronic notification, if the Subscriber is involved in actions that violate the rules and standards for use of the Service set out in this Agreement, its Appendices and Supplements.

4.2. In the event of repeated or wilful violations of the Service Regulations, the Provider may discontinue the Services to the Subscriber without warning.

4.3. In the event of early termination of the Services in accordance with this Agreement, funds shall be refunded after deducting the cost of Services used by the Subscriber since the Agreement was concluded and bank fees for receiving or returning funds.

If the Services, any part of them or any additional service within the main Service are discontinued on the grounds set out in clause 4.1 of this Agreement, the subscription fee shall not be refunded or compensated.

4.4. If the Services are discontinued, the Provider shall not be responsible for notifying or failing to notify any third parties of the loss of the Subscriber's access, or for any consequences arising from such notification or its absence.

5. Limitation of liability

5.1. The Provider does not guarantee that the Services will be entirely uninterrupted or error-free, and does not guarantee that the software offered or any other materials are free of computer viruses or other harmful components. The Provider takes all reasonable efforts and measures to prevent this.

5.2. The Provider shall not be liable for lost profit or any indirect losses incurred by the Subscriber while using or not using the Provider's services or work, in whole or in part. The Provider shall be liable for damage incurred by the Subscriber directly or indirectly as a result of using or not using the Provider's services or work, in whole or in part, only if the Provider's direct fault is established, and only in an amount proportional to the subscription fee for the downtime period, less bank fees for receiving or returning funds.

5.3. The Provider shall not be responsible for the quality of public communication channels used to access the Services.

5.4. The Subscriber assumes full responsibility and all risks associated with use of the Internet through the Provider's resources and/or services.

5.5. The Provider shall not be responsible for notifying any third parties of the loss of the Subscriber's access or for possible consequences resulting from the absence of such notification.

5.6. If any provision of this Agreement cannot be performed literally, it shall be interpreted in accordance with applicable law, taking into account the Parties' original interests, while the remainder of the Agreement shall remain fully effective. The Provider's failure to enforce any provision of this Agreement does not constitute a waiver of that provision. Established practices between the Parties or practices relating to the provision of similar services may not be used as grounds to change the provisions of this Agreement.

5.7. If unresolved claims arise between the Parties, each Party may protect its infringed rights in the manner established by the laws of the Russian Federation.

6. Force majeure

6.1. The Parties shall be released from liability for partial or total failure to perform their obligations under this Agreement caused by force majeure circumstances arising after its conclusion. Such circumstances include, in particular: accidents that disrupt the integrity of the Provider's network; power outages affecting active equipment in the Provider's network; natural disasters; natural and industrial catastrophes; acts of terrorism; hostilities; civil unrest; acts adopted by public authorities or local government bodies that prohibit or restrict the Parties' activities under this Agreement; and other circumstances that cannot be foreseen or prevented and make performance of the Parties' obligations under the Agreement impossible.

6.2. If force majeure circumstances prevent performance of obligations under this Agreement, the time for performance shall be extended in proportion to the duration of those circumstances and the time required to remedy their consequences, but by no more than 60 (sixty) calendar days. If the circumstances persist beyond that period, or if both Parties can see at their onset that they will

last longer, the Parties undertake to discuss alternative methods of performing this Agreement or terminating it without compensation for losses. In this case, the Provider undertakes to return unused funds under the Agreement to the Customer.

7. Changes to terms. Termination. Special conditions

7.1. The Provider may periodically amend this Agreement, its Appendices and Supplements and current tariffs, or introduce new Appendices and Supplements, by publishing notification of such changes on the Provider's official website at least 10 days before the changes take effect. Continued use of the Service after notification shall be regarded as acceptance of the amendments and additions.

7.2. The Agreement may be terminated at any time by agreement of the Parties, including where the Subscriber does not agree with a new version of the Agreement.

7.3. If either Party breaches the terms of this Agreement, the other Party may terminate it unilaterally by notifying the breaching Party in writing, including by email.

7.4. The Subscriber may terminate the Agreement unilaterally only if there is no outstanding debt to the Provider. Unused funds remaining in the Subscriber's Account shall then be refunded, except in the cases specified in clause 4.1 of this Agreement. The Subscriber shall notify the Provider of termination in writing or by email at least 10 days in advance.

7.5. The Agreement enters into force upon its conclusion and remains in effect for twelve months. If neither Party notifies the other of its intention to terminate or revise the Agreement thirty days before its expiry, the Agreement shall automatically be extended for a further term; the number of such extensions is unlimited.

7.6. The Agreement remains in effect if the Parties' details or founding documents change, including but not limited to changes in ownership or organisational and legal form. If their details change, the Parties shall notify one another within 10 days.

Service Provision Regulations

1. General provisions

1.1. To verify compliance with security requirements, the Provider reserves the right to periodically scan files placed by the Subscriber on the Provider's web server.

1.2. Official notices for Subscribers are published on the Provider's official website and/or sent by email.

1.3. The Provider's Services may be used only for lawful purposes.

2. Restrictions on use of the Services

The Subscriber is prohibited from using the Services for the following purposes:

Publishing or distributing information or software containing computer viruses or other equivalent components.

Taking actions to send, publish, transmit, reproduce, provide or otherwise commercially use information, software or other materials obtained through the Services, in whole or in part, unless

explicitly permitted by their owner, where the owner has made a written demand restricting such actions.

Taking actions to send, publish, transmit, reproduce or distribute, by any means, software or other materials obtained through the Services that are protected, in whole or in part, by copyright or other rights, without the owner's permission; or sending, publishing, transmitting or distributing any component of the Services or works created on their basis, since the Services themselves are also protected by copyright and other rights, where the rights holder has made a written demand restricting such actions.

Publishing or distributing information contrary to applicable Russian or international law. In particular, this applies to pornographic images contrary to Article 242 of the Criminal Code of the Russian Federation. Because there are no legally established methods for determining whether a particular image is pornographic, the Provider reserves the right to make that determination.

Sending electronic messages of a commercial or other nature without the recipient's prior agreement or request, and/or in violation of the Network Usage Standards adopted by the working group of the Open Forum of Internet Service Providers (<http://ofisp.org/documents/ofisp-008.html>). Such sending includes mass distribution of several emails to multiple recipients, repeated sending to one recipient, and the use of details (web pages, email addresses) provided by the Provider as part of the Services in such mailings sent through another provider. Messages include email, ICQ and similar means of personal information exchange. It is also prohibited to use the Services to host websites promoted through such mailings, whether those mailings were sent using the Services or third-party resources.

3. Termination of service

3.1. The Provider may suspend or delete any website, account, database or other server component that does not comply with these rules.

3.2. The Provider reserves the right to suspend any account that places an unjustified load on the server's computing resources.

3.3. The Provider may discontinue the Services to the Subscriber and terminate the Agreement if the Subscriber breaches any provision of the Service Provision Regulations. In this case, unused funds remaining in the Subscriber's account shall not be refunded.