

APPROVED
Director General of Unitel LLC

A. Malinowski (signature)

Date: November 8, 2024

Round Seal

Inside: UNITEL

Outside: Republic of Uzbekistan, Tashkent, Limited Liability Company

Appendix No. 5 to the Sample Terms and Conditions of the Agreement for Data Center Services

Public Offer for Rental of Virtual Server, Virtual Data Center, Nutanix-based Object Storage

UNITEL LLC located at 1, Bukhara str., Tashkent, Republic of Uzbekistan, 100047 providing Data Center services according to License AA No. 0005612 for design, construction, and provision of data network services, License AA № 0006950 for the operation of data networks (hereinafter referred to as the Contractor), does hereby provide the person accepting this offer through actions specified below with rental of a Virtual Server, Virtual Data Center, and Nutanix-based Object Storage.

1. General provisions

- 1.1. According to article 370 of the Civil Code of the Republic of Uzbekistan, this Offer is a public offer (offer to conclude an agreement) of the Contractor to an unlimited number of individuals and legal entities, as well as individual entrepreneurs (hereinafter referred to as the Customer) containing the essential terms of the agreement for the provision and use of the Contractor's Services. This Offer, Registration Form with its details, as well as its appendices, shall constitute an Agreement for the provision of services by the Contractor.
- 1.2. Full and unconditional acceptance of this Offer shall be any actions to fulfill the terms and conditions of this Offer, including registration as a Customer, payment for the Services in the manner provided for in this Offer, as well as other such actions confirming the intentions of the person to use the Contractor's Services.
- 1.3. After the acceptance, the Customer shall be deemed to have read and agreed to this Offer and appendices thereto, and according to the Civil Code of the Republic of Uzbekistan shall be deemed to have entered into a contractual relationship with the Contractor under this Offer.
- 1.4. The Contractor's obligations are limited to this Offer.
- 1.5. For legal entities, conclusion of a separate agreement under this Offer is mandatory.
- 1.5.1. The Agreement shall be entered into by signing the Agreement Registration Form (Appendix No. 4 to the Sample Terms and Conditions of the Agreement for Data Center Services) by authorized representatives of the Customer and the Contractor expressing the Customer's consent to the terms and conditions of this Agreement. The Contractor may certify the Agreement by facsimile signature and by an electronic digital signature. It is permitted for the Customer to certify the Agreement during its online execution by familiarizing with the conditions of the Agreement on the official website of the Contractor, filling in by the Customer of its details, certification of the Registration Form by electronic

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digital signature of the authorized representative of the Customer, which is a confirmation of the Customer's consent hereof.

1.5.2. The Contractor is entitled to refuse to conclude an Agreement or to provide services thereunder:

- if it is not technically possible to provide the Services requested by the Customer;
- in case of failure to submit the documents stipulated herein;
- if the Customer fails to certify the Registration Form by the EDS when registering the Agreement online;
- if the Contractor has information about the Customer's debt for the Services provided hereunder or under other contracts and in other cases stipulated by this Agreement.

2. Terms and definitions used in the Offer

- 2.1. **Site (Internet Site, Web Site)** means a single information structure containing linked pages dedicated to a specific topic and accessible via the Internet.
- 2.2. **Virtual Server** means provision of computing resources using the Contractor's equipment to store the Customers' information, provide access to the Customer's information on the Internet subject to Nutanix-based restrictions set by the Contractor.
- 2.3. **Virtual Data Center** means a service to provide the computing capacity to create cloud IT-infrastructure using the Contractor's equipment permanently existing in the Internet with Nutanix-based restrictions set by the Contractor.
- 2.4. **Object Storage** means a technology for conveniently and securely storing large amounts of unstructured data in units called objects and easily accessing the objects using unique URLs over HTTP or HTTPS. Compatible with Nutanix-based Amazon S3 API.
- 2.5. **Credentials** mean the login and password assigned to the Customer for identification allowing access to the Customer's information on the Contractor's server equipment.
- 2.6. **Account** means structure of specific data, information, volume of Services cumulatively related to a single element of the system database and individualized by credentials specified by the Customer during registration in the system.
- 2.7. **Service Control Panel** means a software used by the Customer to independently manage connection/disconnection and use of the Services, as well as to take other engineering and administrative actions with the Account.
- 2.8. **Emergency** means any event that is not part of the standard (regular) provision of services, which has resulted or may have resulted in interruption or ability to use services by the company's customers.
- 2.9. **Customer** means individual or legal entity, individual entrepreneur, who has accepted this Offer according to part 1 of this Offer.
- 2.10. **Personal Account** means accounting data on the Customer's cash balance displayed in the Service Control Panel
- 2.11. **Customer's Personal Data** means information about an individual recorded on electronic, paper, and (or) other tangible media. The list of such information is approved by the Contractor and posted at the website.
- 2.12. **Floating IP** means a public IP address that can be assigned to the Virtual Machine to make it available on the Internet.
- 2.13. **SNAT IP** means translation of the internal private address of the virtual machine into a public address for access from the Virtual Data Center network to the Internet. All Virtual Machines can access the Internet through a single public address assigned automatically by the Virtual Data Center.

3. Subject of Agreement

- 3.1. The Contractor shall provide Virtual Data Center, virtual server, and Nutanix-based object storage services (hereinafter referred to as the 'Services') upon the Customer's request, and the Customer shall accept and pay for the Services according to the procedure and under conditions specified herein and in the Agreement concluded.
- 3.2. The Parties do hereby agree that the procedure of Services rendering hereunder, as well as other requirements and conditions related to the provision or possibility of the Services, provided that it is not expressly stipulated herein, shall be governed by the applicable Laws of the Republic of Uzbekistan.
- 3.3. If there are any mandatory provisions of the Offer binding on Contractor or Customer, the Parties shall comply with such provisions regardless of other terms of this Offer.

4. Cost of Services and Settlement Procedure

- 4.1. Cost of works and period of services shall be determined according to Appendix No. 1 to the concluded agreement and current price list available on the Contractor's official website at <https://fortifai.uz/>.
- 4.2. The Customer shall pay 100% (one hundred percent) advance payment for Services to the Contractor's settlement account according to this Offer and Agreement.
- 4.3. If the Customer refuses the services or changes the tariff plan, the funds charged for the services shall not be refunded.
- 4.4. The Customer is solely responsible for the accuracy of payments made by it. If the Contractor's bank details change, the Customer is solely responsible for payments made to outdated details after the new details are published on the Contractor's official website on the Internet.
- 4.5. The payment for services is considered confirmed after the information about the received funds appears on the Customer's Personal Account in the Service Control Panel.
- 4.6. In case of termination of the Agreement, the positive balance on the Customer's Personal Account shall be returned to the Customer by transfer to its card account or other bank account notified by the Customer. In this case, the Customer shall submit a corresponding written application to the Contractor within the time specified in clause 10.2 hereof.

5. Rules for the provision and use of services

- 5.1. The Customer shall independently fill in an application for the Services at the official website of the Contractor specifying the Service, the validity of the Service and the Customer's details. The Application is an integral part of this Offer and the concluded Agreement.
- 5.2. The Contractor shall verify the Customer's data and shall be entitled to request confirmation of the accuracy of the entered data at any time or submission of non-entered data (by providing copies or originals of supporting documents), as well as to suspend the registration until the provision of supporting documents and amendment and/or addition by the Customer of the requested data.
- 5.3. The Customer agrees that any actions taken from the Customer's Account shall be conclusive evidence of the Customer's will to take such actions.
- 5.4. Services are provided to the Subscriber subject to pre-payment. Advance payment is made according to the selected list of Services and the current tariffs of the Company in proportion to the 30 calendar days and will be used for future payments. The Operator shall be entitled to set the proposed number of services provided without prepayment, i.e. Credit Limit.
- 5.5. The date of commencement of Services under this Agreement for individuals and legal entities shall be:

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- 5.5.1. Virtual Data Center - a day after ordering the service and availability of enough funds for 100% (one hundred percent) payment for the service on the Customer's Personal Account.
- 5.5.2. Virtual Server - a day after ordering the service and availability of enough funds for 100% (one hundred percent) payment for the service on the Customer's Personal Account.
- 5.5.3. Object Storage - a day after ordering the service and availability of enough funds for 100% (one hundred percent) payment for the service on the Customer's Personal Account.
- 5.6. The Contractor shall ensure the confidentiality of the Customer's credentials.
- 5.7. Upon the Customer's accession to the Offer, the Contractor shall collect, store, and process the Customer's personal data, including the user's proprietary information, as well as take other actions provided for by the Personal Data Protection Policy posted on the Contractor's website.
- 5.8. The Contractor shall be entitled to unilaterally change the specifications for execution of this agreement to improve the quality and reliability of the provided services, including change the list of provided programs, libraries, functions, administration tools.
- 5.9. The Contractor shall provide technical support to ensure performance of the hardware of the Contractor's server equipment, except for the Customer's software.
- 5.10. The rationale for the technical support is the Customer's request in the Service Control Panel. The application shall clearly state the objectives to be achieved, specify the domain name of the website, and other necessary information.
- 5.11. The Contractor does not provide advice to Customers on programming, web design, installations, settings of scripts and programs of the Client or their optimization, as well as training in computer literacy, creation and/or promotion of websites, operation of services provided by third parties, search, as well as other similar issues.
- 5.12. The Services under this Offer can be restricted or suspended subject to notification of the Customer on the official website in the section for the Contractor's applications acceptance, not less than a day before the beginning of works, if it is necessary to ensure normal operation of the equipment. If immediate work is required for the further provision of the Services, the work may be performed without prior notice. Restrictive measures shall be lifted as soon as the reasons that caused them have been eliminated.
- 5.13. The Contractor reserves the right to terminate Services immediately and without notifying in case of incoming or outgoing DDoS attack that threatens the Contractor's equipment (20,000 pps).
- 5.14. The Customer shall be able to use the Services upon payment for the Services (subject to these terms and conditions) and upon their activation.
- 5.15. The services provided for in this Agreement are provided within the restrictions specified by the Contractor at: <https://fortifai.uz/iii/restrictio>

6. Restrictions

- 6.1. When using the Services, any actions aimed at obtaining unauthorized access to the Contractor's infrastructure, personal account, and other data of other Customers, as well as any other data available via the Internet, in particular, destruction or modification of software and/or data not owned by the Customer, without the consent of the owner of such software and/or data, shall be prohibited. Registrar shall not be liable for the above actions of the Customer and/or third parties using its credentials. Unauthorized access refers to actions aimed at gaining access to resources in a manner other than that intended by the resource owner as authorized.
- 6.2. When using the Services, the Customer is prohibited from mass spam mailing, i.e. electronic commercial, advertising, and other messages not agreed (not requested) by the recipient of the information via e-mail and teleconference groups, as well as to Internet forums, blogs, and other resources with possible publication of messages through the Contractor's technical resources.

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Information sent with the consent of the recipient with the option to unsubscribe is not considered as spam. Electronic messages are e-mail messages, messengers, and other similar means of personal information exchange.

- 6.3. It is prohibited to forge official information, use non-existent return addresses in e-mail headers, or falsify your IP address and/or addresses used in other network protocols when transmitting data.
- 6.4. The Contractor imposes the following restrictions on the posted information and use of services:
 - 6.4.1. The Customer shall use the Services only for lawful purposes and by lawful means.
 - 6.4.2. The Customer is directly responsible for the content of the information nodes created and maintained by the Customer. The Contractor does not exercise prior control over the content of the information posted and/or distributed by the Customer, however, when the posting and distribution of such information contradicts the current Laws, the Contractor is entitled to block and/or delete the relevant Account.
 - 6.4.3. It is prohibited to post and distribute offensive, obscene, erotic, and pornographic information, calls for violence, overthrow of the existing authorities, etc., as well as to use email to send such messages. For the purposes of these Terms and Conditions, Contractor shall independently determine the nature of posted and distributed information and the criteria for classifying it as the information prohibited for posting and distributing under this clause.
 - 6.4.4. It is prohibited to transmit, reproduce or distribute in any way the software or any other documents protected in whole or in part by copyright or other rights without the permission of the owner.
 - 6.4.5. It is prohibited to post and distribute any information or software that contains computer viruses or other components equivalent thereto.
 - 6.4.6. It is prohibited to place so-called 'doorways' and other forms of spam search, casinos, any gambling, as well as any activities directly or indirectly aimed at making a profit and / or obtaining other benefits by deception, fraud, or other illegal means.
 - 6.4.7. It is prohibited to advertise and sell services, goods, and other materials, the distribution of which is restricted or prohibited by applicable laws.
 - 6.4.8. It is prohibited to publish or otherwise post information about third parties that directly or indirectly affects the honor and dignity or business reputation of such third parties, as well as to post personal identifying information about third parties without their consent.
 - 6.4.9. It is prohibited to take any actions aimed at scanning networks, detecting software security vulnerabilities, password, and other identifying data, detecting lists of open ports, unprotected resource sections, etc. without the express consent of the owner, as well as to use anonymous proxy servers when using the Service.
 - 6.4.10. It is prohibited to take any other actions contrary to applicable laws and breaching the rights and legitimate interests of the Contractor and/or third parties.
 - 6.4.11. The Customer shall not be entitled to use the resources provided by the Contractor to run software, which may result in disruption of the Customer's hardware and software, as well as networks, software, hardware, and/or information resources of third parties or to obtain illegal access directly or indirectly to the information of third parties without considering whether such software is used by the Customer with or without intent.
 - 6.4.12. The Customer is not entitled to monopolize the bandwidth of the Contractor's Internet channel. The ratio of incoming to outgoing traffic shall not exceed 1/10 (one-tenth), and the load on the incoming Internet link shall not exceed 10% (ten percent) of the total Internet link of the Contractor.
 - 6.4.13. By accepting this Offer, the Customer confirms its unconditional agreement with the **End-User Policy for Nutanix products**.

7. Rights and Obligations of the Parties

7.1. Rights and obligations of the Contractor:

- 7.1.1. Start provision of the Services upon acceptance by the User according to Section 1 of this Offer
- 7.1.2. Timely and qualitatively provide the Customer with Services and technical support in the manner and under the conditions hereunder.
- 7.1.3. Ensure confidentiality of the Customer's accounting data and details specified in the application, except for cases when access to such information for third parties is a necessary condition for the Services, or is mandatory due to the Laws of the Republic of Uzbekistan.
- 7.1.4. The Contractor shall be entitled to terminate/suspend services to the Customer in cases stipulated in Section 6 of this Offer.
- 7.1.5. The Contractor shall be entitled to unilaterally amend and supplement this Offer by publishing such amendments and supplements on the Contractor's website.
- 7.1.6. The Contractor shall be entitled to suspend, block, or prohibit the use of the Customer's software, if such software results or may result in emergencies, security breach, or breach of this Agreement.
- 7.1.7. The Contractor shall be entitled to control the information posted on the web-site that the Customer publishes using the Contractor's equipment.
- 7.1.8. The Contractor shall be entitled to refuse the Customer to change the software settings, if such changes may disrupt other Customers' websites.

7.2. Rights and obligations of the Customer:

- 7.2.1. The Customer shall comply with this Offer and the concluded Agreement, and pay for the Contractor's Services promptly and in full.
- 7.2.2. The Customer shall independently determine the scope of the Services provided by selecting tariff plans on the Contractor's website or in the Service Control Panel.
- 7.2.3. The Customer shall specify the number of the invoice and the agreement being the basis for the payment when executing the payment document.
- 7.2.4. The Customer shall use the Services according to the terms and conditions of this Offer and the regulations of the Republic of Uzbekistan.
- 7.2.5. The Customer shall get acquainted with official information published on the Contractor's websites, notifications sent via communication channels according to cl. 11.1 of this Offer.
- 7.2.6. If there are any claims regarding the Services provided by the Contractor, notify the Contractor thereof within 7 calendar days after the Customer becomes aware or should have become aware of non-fulfillment or improper fulfillment of obligations by the Contractor.
- 7.2.7. Use the Services and post information when using the Services only according to the applicable Laws and this Offer.
- 7.2.8. Correctly enter data during registration.
- 7.2.9. Observe copyright and other rights to software, information, and documents provided by the Contractor and/or third parties. Independently be responsible for infringement of any copyright/patent and other rights, as well as timely respond to complaints forwarded by the Contractor about infringement of the relevant rights, indemnify the Contractor for losses in case of attempts to bring or hold the Contractor liable for the Customer's infringement of the above rights by third parties.
- 7.3. The Contractor is entitled not to accept for consideration any claims submitted after missing the time within which such claims may be submitted pursuant to clause 7.2.6 of this Offer.
- 7.4. The Customer recognizes that regular updating by the Contractor of the software provided to the Customer is a necessary and obligatory to ensure server security. The Customer shall independently maintain compatibility of its scripts and programs with the latest versions of the software provided by the Contractor.

8. Responsibility of the Parties

- 8.1. The parties are responsible for breaching this Offer and the Agreement concluded as established by the Law on the Contractual Legal Framework for the Activities of Business Entities and other regulations of the Republic of Uzbekistan.
- 8.2. The Parties are not liable for non-fulfillment (improper fulfillment) of obligations under this agreement, if non-fulfillment (improper fulfillment) was caused by force majeure (insurmountable circumstances). Force majeure includes: natural disasters, accidents, fires, riots, strikes, military actions, issuance of regulations directly or indirectly prohibiting the activities specified in this Agreement, preventing the parties from performing their functions under this Agreement, and other circumstances beyond the control of the parties. In case of force majeure, the Parties shall have no mutual claims and each of the Parties shall bear the risk of the consequences independently.
- 8.3. **The Contractor is not liable for:**
 - 8.3.1. Quality and uninterrupted operation and availability of certain segments of the Internet supported by third parties.
 - 8.3.2. Availability of information posted by the Customer for all segments of the Internet due to the peculiarities of operation of the segments supported by third parties.
 - 8.3.3. Information posted by the Customer using the domain name being registered.
 - 8.3.4. Access of third parties to the Customer's confidential information, including accounting data due to the Customer's fault, as well as for the consequences thereof.
 - 8.3.5. Any damages incurred by the Customer due to the latter's disclosure of its credentials.
 - 8.3.6. Damages that may be caused to the Customer as a result of using the Services and the Internet.
- 8.4. **The Customer shall be responsible for:**
 - 8.4.1. Accuracy of the information provided to the Contractor.
 - 8.4.2. To ensure safety of the credentials, the Customer shall take all possible measures to exclude possible unauthorized access by third parties to their credentials.
 - 8.4.3. Information published or transmitted by the Customer on the Internet.
 - 8.4.4. Possible disruption of the server operation, if the Customer changes the server settings.
 - 8.4.5. Damage caused to the Contractor as a result of the Customer's breach of Section 6 of this Offer.
- 8.5. The Parties agree that the maximum damage that may be recovered from the Contractor is limited to the amount paid by the Customer for the Services, the improper performance of which caused the loss.
- 8.6. By selecting server configuration, the Customer independently determines the availability of server components and services to protect data from loss (data backup, etc.). The Contractor shall not be responsible for possible loss of the Customer's data as a result of damage to the file system of the virtual server and software elements of the server, incorrect configuration of the server software, or for other reasons not related to the Contractor's software, and is not engaged in data recovery.

9. Validity and Termination

- 9.1. The agreement entered into under this Offer shall be valid until the Parties fulfill their obligations or until its termination by the Parties.
- 9.2. The Parties shall be entitled to terminate the concluded Agreement at any time by giving a written notice to the other Party. The Agreement shall be deemed terminated in 15 calendar days from the date of sending the said notice by the Party. Termination of the Agreement shall not relieve the Parties from fulfilling their obligations during the validity of the Agreement.
- 9.3. In case of termination of the Agreement, the remaining (unspent) amount on the User's Personal Account shall be returned in the national currency of the Republic of Uzbekistan

10. Procedure for Amending and Adding

- 10.1. The Contractor shall unilaterally amend and add conditions of the Services and the text of the Offer.
- 10.2. Amendments and additions to the conditions of Services and the text of the Offer shall be posted on the Contractor's official website and shall become effective 10 calendar days after posting. As soon as the amendments and additions come into force, they become effective for the parties in the new version.
- 10.3. If the Customer does not agree with the amendments and additions, the Customer shall be entitled to unilaterally terminate the agreement with the Contractor according to cl. 9.2 hereof. In case of failure to notify the Contractor in writing on termination of the Agreement due to disagreement with the amendments and additions thereto expressed before the entry into force of the new version of the Agreement, the Agreement shall be deemed valid for the parties in the new version.

11. Miscellaneous

- 11.1. The Customer acknowledges that notices received from the Contractor via communication channels (e-mail, All News section) have the same legal effect as simple documents written on paper. The customer shall independently check the correspondence sent to the contact addresses specified in the agreement in a timely manner.
- 11.2. The Customer acknowledges that at the time of entering into this Agreement, the Contractor has provided it with complete and accurate information regarding the services provided by the Contractor and unconditionally accepts all terms and conditions of this Offer.
- 11.3. The parties shall be guided by the current Laws of the Republic of Uzbekistan in all issues not settled by this Offer, as well as in the resolution of disputes arising thereunder. In case the parties fail to resolve the dispute in the pre-trial claim procedure, it shall be resolved in the appropriate court of Tashkent city according to the applicable Laws
- 11.4. Addresses for contacting the Contractor: [https://fortifai.uz /](https://fortifai.uz/).