SERVICE AGREEMENT

This Agreement (hereinafter referred to as the "Agreement") governs the relationships between ISPserver Ltd. (hereinafter referred to as the "Provider") and everybody willing to receive the Provider's services.

The Agreement is a public offer where registration of a person in the Billing system is the acceptance. The person who took such actions becomes a "Client", the Provider and the Client jointly become the Parties hereto.

The Client agrees to adhere to the terms and conditions hereof, all applicable laws and regulations and to be liable for observance of any local laws applicable. Should the Client disagree to any of the terms and conditions hereof, the Client is prohibited to use the website or access it. The information presented on this website is protected by the applicable copyright and trademark laws.

TERMS AND DEFINITIONS

Client is a legal entity or a natural person with full capacity to act (regardless of the country of registration, residence/location) accepting this offer, including the actual user — a representative or employee of the Client with access to the Billing System provided by the latter.

Billing System (https://my.ispserver.com) is an automatic system of provided services accounting and monitoring of correctness and timely execution of payments, including dedicated software, information base, and statistics data of the Provider's information system. Client access to the Billing System information is implemented via Internet, using Client's identification attributes (the login and password received by the Client upon order placement).

Services mean the unique Provider's activity on provision of the Client with the ordered intangible assets specified in the Order, using the Billing System, according to the applicable Service Terms and Conditions.

Service Terms and Conditions are attachments hereto available on the Website and defining the specific nature and procedure of provision and utilization of the Provider's services with respect to a particular service ordered by the Client.

Accounting Period is a period of Services provision to be paid by the Client. For the purposes hereof, the Accounting Period duration is recognized as 1 (one) calendar month.

Account is a virtual tool of Client self-service available on the Provider's website. The Client accesses the Account, using the login and password issued upon registration with the Billing System.

Provider is a company providing the Client with services according to the request issued as an individual document or in the Provider's Billing System.

Website is the ispserver.com website belonging to the Provider with information related to the Service ordered by the Client. The Website is available only to individuals who are at least 16 years old.

Rate is standard terms of Services provision for the Accounting Period specifying the total cost of the provided Services that depends on the Order scope and content.

1.   SUBJECT MATTER

1.1. The Provider, in the manner prescribed by this Agreement and Attachments hereto, shall provide the Client with the paid Services specified in orders. The complete list of the Services provided is available on the Website.

1.2. An Order for Services provision shall be placed, using the Account (a private section of the Provider's Website). The following shall be specified in an Order: the Service name, validity period, price, as well as any other information necessary to place an Order. In case services unusual for the Provider are ordered, the Parties may place such Order otherwise.

2.   RIGHTS AND LIABILITIES OF THE PARTIES

2.1. Client's Rights and Liabilities

2.1.1. The Client shall read and understand the Agreement and Attachments thereto and meet all the requirements stated in those documents.

2.1.2. The Client shall timely pay for the Provider's Services.

2.1.3. The Client shall independently read the Provider's information published on the Website.

2.1.4. The Client shall maintain confidentiality of the login and password used to access the Billing System. The Client shall bear the full risk of data loss, disclosure, and transfer to unauthorized persons.

2.1.5. The Client shall independently ensure safety and information integrity, as well as timely arrange backup of the data published, using the Provider's Services.

2.2. Provider's Rights and Liabilities

2.2.1. The Provider shall timely inform the Client about all the changes to the Agreement and Attachments thereto by publishing corresponding information on the Provider's Website or via electronic mail. In case of disagreement to a new revision of the documents, the Client may repudiate the Agreement according to it. 6.4.

2.2.2. The Provider may immediately suspend Services provision completely/partially and/or repudiate the Agreement unilaterally and out of court, notifying the Client 24 hours prior to the repudiation, as follows:

- in case of willful or repeated infringement of the Agreement or Attachments thereto by the Client;
- in case the Client violates applicable laws;
- in case use of the Services by the Client may result in property damage for the Provider or its clients as well as in failure of hardware and software belonging to the Provider or third parties.

2.2.3. The Provider may engage third parties to discharge the Agreement; in this case, the Provider shall be solely liable for any actions and/or negligence of the third parties engaged by the Provider.

2.2.4. The Provider may request the Client to provide documents confirming the information about the Client and/or its representatives is accurate and complete, to provide consent to processing of third parties' personal data, as well as to provide other information related to Services provision, including, but not limited to, the following:

- information to confirm legitimacy of the activity the Services are used for (for example, availability of necessary licenses, copyright holder permits etc.);
- information related to responses to third parties' claims.

Provider's demands shall be satisfied within 24 hours since sending, unless another period is stated in the Provider's demand.

2.2.5. If the Agreement is terminated and/or the Services are unpaid, the Provider may remove all the information and data posted by the Client on the Provider's hardware, using the Provider's Services.

3. PROCEDURE OF SETTLEMENTS

3.1. The cost of the Services shall be specified as of the Order date and based on the prices available in the Account and/or on the Website.

3.1.1. The prices shall be specified in the corresponding Service Orders exclusive of VAT. VAT is charged according to the laws applicable at the place of Provider registration. To apply Reverse Charge VAT the Client must provide the Provider with all necessary information for taxation (including valid EU VAT) at Client's own discretion and in time. The Provider may unilaterally alter the Services cost, posting new rates on the Provider's website and in the Account. Should the Client disagree to new prices, the Client may repudiate the Agreement.

3.2. Upon entering into the Agreement, the Provider shall establish an Agreement Account in the Billing System; the Agreement Account is a counter used to log information about payments for the Services and the scope of the Services used, as well as any other information provided for hereunder and the Attachments hereto.

3.3. The prices for the Services/works in Service Orders may be specified as fixed one-time charges, fixed monthly and/or recurring monthly charges. Moreover, an additional one-time connection charge specified by the Provider may be collected in addition to the Service cost, depending on the configuration. Should the Client disagree to the additional one-time charge, the Provider reserves the right to withhold Service provision.

The Client shall pay the charge types specified in the Service Orders agreed by the Parties as follows:

3.3.1. Fixed one-time charges shall be paid by the Client as advance payments.

3.3.2. Recurring monthly Services provided for the Client hereunder shall be paid by the Client as advance payments to the extent of 100 % for a minimum period of one month by transferring the funds to the Provider's settlement account.

3.3.3. Fixed monthly payments shall be paid by the Client as advance payments to the extent of 100 % on the basis of the Billing System bills automatically generated by the system in the electronic form at the Client's initiative.

3.3.4. The Service charge to be paid by the Client is accrued automatically during the Agreement term. Suspension of Services provision shall not indemnify the Client against payment for the Services.

3.3.5. In case provision of Services begins not on the first day of a calendar month, the funds left from the advance payments shall be offset by the Provider as partial payment for the Services in the following month.

3.3.6. The Client shall pay for the Services provided until the next payment month begins. The Client shall be solely liable for accuracy and timeliness of the payments for the Services provided by the Provider hereunder.

3.4. When effecting payments, the Client shall specify the bill number indicated in the Billing System. In case the Provider receives a payment from the Client without the bill number specified, the time interval between effecting such payment and displaying of the payment information in the Agreement Account can be prolonged.

3.5. The moment of payment shall be identification, in the Billing System, of the funds received by the Provider as Client's payment against the corresponding documents. Unexpended funds on the Client's account shall be returned to the Client only in case of Agreement termination or alteration.

3.6. Certificates of the Services rendered to Clients are generated on a monthly basis and available in the Billing System.

3.7. In the absence of written objections or claims from the Client within 5 (five) business days since beginning of the calendar month following the accounting month, the Services shall be considered as rendered to the full extent and required quality. The Client shall independently monitor timely receipt of certificates and other accounting documents from the Provider.

4. LIABILITIES OF THE PARTIES

4.1. The Parties are liable for improper performance hereof according to the legal framework at the Provider location.

4.2. In case third parties file complaints and/or lodge claims against the Provider as well as copyright holders (under proceedings related to protection of copyright to the items illegally posted on the website/websites of the Client or Client's users), the Provider may bring the Client into the proceedings as a co-defendant and seek recovery of court costs and losses on a recourse basis, if the funds for violation of the effective laws by the Client are recovered from the Provider. Besides, the Provider may compensate for losses by direct debiting, using the funds on the Client's Account, at the moment the Provider receives a corresponding document confirming the extent of such losses. If Provider's losses exceed the remaining amount on the Client's Account, the Client's obligation to compensate for losses shall survive termination/expiration of the Agreement until losses have been compensated to the full extent.

4.3. Should violation of the terms hereof or Attachments hereto by the Client result in termination of the Agreement or Service, the Provider may levy a penalty against the Client to the extent of 100 % of the remaining funds on the Client's Account as of the moment of termination without prejudice to the Provider's right to recover other losses by judicial means.

4.4. The Provider shall not be held liable for any lost profits and consequential losses incurred by the Client within the period of using or failure to use Provider's Services/works (complete or partial). The Provider shall be liable for actual documented damage obviously incurred by the Client as a result of using or failure to use Provider's Services/works (complete or partial), unless Provider's direct fault is proven, and to the extent proportional to the share of the subscription fee for the downtime period less any banking fee for receipt/return of funds.

4.5. The Provider shall not be held liable under claims of third parties that entered in agreements with the Client for partial or complete provision of services by the Client, using the Provider's Services.

4.6. Should any clause hereof be not subject to literal performance, it shall be interpreted in accordance with applicable law and with consideration of the Parties' original interests; besides, the rest clauses of the Agreement shall remain in full force. Provider's failure to fulfill any clause hereof shall not mean refusal to fulfill this clause. The established behavior practice of the Parties or the practice of rendering Services may not be a reason for alteration of the provisions contained herein.

5. CONFIDENTIALITY

5.1. The Parties shall maintain confidentiality of any information and data provided be each Party in connection with discharging of obligations hereunder, unless required by the Russian Federation laws.

5.2. Such confidential information may be released to third parties, published or otherwise disclosed only upon written consent of the other Party regardless of the reason for termination hereof.

5.3. The information disclosure restrictions shall not apply to publicly available information or information made available to public not due to a fault of the Parties, as well as to information that comes to the knowledge of a Party from other sources before receipt of such information from the other Party.

5.4. The personal data protection measures and other terms of personal data processing are stated in the privacy policy available on the Website.

5.5. The Client grants the Provider, on a free-of-charge basis, the right to disclose the fact of cooperation between the Client and Provider and to use graphic representation of the trademarks, symbols, brand names, business names, and other identifications of the Client, its goods, works, and services on the Website and/or in printed information materials of the Provider solely for the purposes of notifying public at large of the Client as a Provider's customer.

6. DURATION OF THE AGREEMENT

6.1. This Agreement is awarded for a period of one year and will commence on the date the Client accepts its terms (i.e. on the date of acceptance), unless otherwise agreed by the Parties. If neither Party submits a written request to terminate the Agreement within 30 (thirty) calendar days before the Agreement expiration date, the Agreement shall be considered as extended for one year. The number of extensions is not limited.

6.2. The Agreement may be terminated at any time as agreed by the Parties.

6.3. If any Party hereto violates the Agreement terms, the other Party may unilaterally terminate the Agreement by notifying the breaching Party in writing (including via email) within 10 calendar days prior to termination, except where this Agreement expressly provides otherwise.

6.4. The Client may at any time decline the Provider's Services unilaterally and out of court (including the case the Client disagrees to a new revision hereof), if the Client notifies the Provider in advance at least 30 (thirty) days before and indemnifies for the actually incurred expenses prior to termination.

6.5. The Provider may terminate this Agreement unilaterally and out of court, notifying the Client at least 30 (thirty) days prior to termination. Besides, if the Client violates this Agreement and Attachments hereto, the Provider may terminate the Agreement, notifying the Client 5 calendar days prior to termination, unless another period is provided for by the Agreement and the Attachments hereto.

6.6. The Agreement remains in force in case of alteration of the Parties' details and their constituent documents, including, without limitation, change of owners, legal form etc. In case of changes to the details, the Parties shall notify each other within 10 days.

6.7. If the Client does not replenish the Account and does not use the Provider's Services (hereinafter referred to as "Downtime"), a service fee of EURO 100 (one hundred EURO) is charged on a monthly basis during the subsequent months, when the Client

does not use the Services and does not request the Provider to terminate this Agreement or make a refund. This fee shall be charged until the remaining funds on the Client's Account equal zero. In case of Downtime, the Client's Account is archived and the funds shall be blocked as a security deposit to the extent of 100 % of the remaining funds in order to secure payment of the service fee. The Account can be recovered upon a Client's request sent to the Provider. In case no funds remain on the Client's Account as of the Downtime date and in case of funds depletion during archiving, the Provider may delete the Client's Account.

6.8. The Provider may amend the terms hereof unilaterally (out of court) without additional notice to the Client. The effective date of amendments shall be the date they are published on the Website. In the absence of written objections from the Client within 10 days, the amendments shall be considered as accepted by the Client.

7. FINAL PROVISIONS

7.1. Any disputes arising in connection with the Agreement shall be settled by negotiations and with consideration of the compliant procedure; if the Parties fail to agree, such disputes shall be settled in accordance with the law applicable at the Provider's locations. Claims shall be responded within 30 calendar days after receipt.

7.2. All Attachments, Service Orders, and addendums hereto shall form an integral part of the Agreement.

7.3. This Agreement, including all the Attachments, Service Orders, and addendums thereto, shall replace, as applicable to the Services, all other provisional agreements, arrangements, and other communication between the Parties, whether written or oral, pertaining to the subject-matter hereof.

7.4. Neither Party may assign its rights and obligations hereunder without preliminary written consent of the other Party, except for the cases of providing the Client with Services by the third parties entered in corresponding agreements with the Provider.

7.5. Should one or several provisions hereof be invalid and/or void for any reason, such invalidity shall not affect validity of the whole Agreement or any other provision hereof remaining in force.

8. PROVIDER'S DETAILS

ISPSERVER LTD

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