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STANDARD CONFIDENTIALITY OBLIGATIONS AND CONDITIONS FOR PROVISION OF DEMONSTRATION ACCESS TO IAAS SERVICE

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1. GENERAL PROVISIONS

- 1.1. These standard confidentiality obligations and conditions for provision of demonstration access to IAAS services (the “**Standard Terms**”) contain standard conditions, requirements and rules for all customers of LLC “**Svyaz VSD**” (127083, Moscow, 8th March St., 14, bld. 1, OGRN (Main State Registration Number): 1037713010444, the “**Linx**”), establish the rights and obligations of the customer and Linx (the “Parties” or “Party”) and apply to relations of the Parties during the testing of virtual infrastructure service LinxCloud IAAS (the “Service”) for provision of access to capacities for data processing and storage.
- 1.2. The relations between the Parties in connection with the provision of demonstration access to the Service and testing of the Service shall be governed by the provisions of the Agreement entered into by the Parties for the provision of demonstration access to IAAS services and these Standard Terms.
- 1.3. The Standard Terms are available at Linx website on the Internet at the permanent address: <https://www.linxdatacenter.com/documents>.

2. DEFINITIONS

- 2.1 The following words and phrases used in the Standard Terms and the Agreement as well as the terms listed in the preamble to the Standard Terms or the Agreement shall have the following meanings unless the context otherwise requires:

“Disclosing Party” means the Party to the Agreement and any Affiliate of such Party, which discloses or provides, directly or indirectly, the Confidential Information to the Receiving Party.

“Confidential Information” any confidential information, including, but not limited to, any confidential business, commercial or technical information, as well as classified information transferred by one party (the “Disclosing Party”) or its Representatives to the other party (the “Receiving Party”) or to its Representatives, irrespective of the carrier on which such information or data is contained or recorded, including, but not limited to, written and graphic materials, software, other information media, whether such information is marked as “confidential” or not,

except for the information which:

(a) is or becomes generally available to the public other than as a result of its disclosure by the Receiving Party or its Representatives in breach of this agreement or of any other undertaking of confidentiality addressed to the party to whom the information relates or of any other duty of confidentiality to any person;

(b) was at the disposal of the Receiving Party on a non-confidential basis before such information was disclosed by the Disclosing Party; or

(c) was, is or becomes available to the Receiving Party on a non-confidential basis from a person who, to the Receiving Party's knowledge, is not bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Receiving Party; or

(d) which, based on the agreement between the Parties in writing, is not confidential and may be disclosed; or

(e) is developed by or for the Receiving Party independently of the information disclosed by the Disclosing Party to whom no disclosure has been made of the information supplied by the Disclosing Party.

“Purpose”	means the testing of the functionality and productive capacity of the Service within a vDC by the Customer.
“Receiving Party”	means the Party as well as any Affiliate of such Party, who receives the Confidential Information from the Disclosing Party.
“Representative”	any employee, agent and other representative of the Party.
“Affiliate”	means, with respect to any entity, any other entity controlling, controlled by or under common control with such entity. For the purposes of this definition, “control” (including the terms “controlling”, “controlled by” and “under common control with”) means the direct or indirect possession of the power to direct or to cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.
“Personal Data”	any information, as it is defined in Federal Law No. 152-FZ “On Personal Data” (dd. July 27, 2006) (the “Law No. 152-FZ”), relating to directly or indirectly identified or identifiable individual (Personal Data Subject).
“Linx”	LLC “Svyaz VSD”, a company with its head office at 127083, Moscow, 8 th March St., 14, bld. 1, main state registration number 1037713010444.
“Customer”	Legal entity which entered into the Agreement for provision of demonstration access to IAAS service with Linx.
“Agreement”	Document concluded by the Customer and Linx by exchanging of data in accordance with the rules set forth in paragraph 2 of the item 1 of the article 160, item 2 of the article 434 of the RF Civil Code, which determines the relations of the Parties in connection with the provision of demonstration access to IAAS service, including parameters of the Service, period of provision and other similar information.
“Services”	Virtual infrastructure service LinxCloud IAAS.

3. CONFIDENTIALITY OBLIGATIONS OF THE PARTIES, PERSONAL DATA

PROCESSING RULES

- 3.1 Except where there is prior written consent of the Disclosing Party, the Receiving Party undertakes to respect the confidentiality and not to disclose the Confidential Information of the Disclosing Party to third parties, as well as to ensure that its Representatives:
- (a) do not use and apply the Confidential Information for any purposes other than the Purpose; or
 - (b) do not disclose or provide, in full or in part, the Confidential Information to third parties, except where it is expressly permitted by this document; or
 - (c) do not copy, state in writing or otherwise record the Confidential Information unless it is required for achieving the Purpose.
- 3.2 The Receiving Party may disclose the Confidential Information only to those Representatives who need to know such information in order to achieve the Purpose, provided that:
- (a) the Receiving Party informs such Representatives of the confidential nature of the Confidential Information prior to its disclosure and obtains the enforceable obligation from its Representatives to respect the confidentiality of the Confidential Information on the conditions that are not less exhaustive and binding for the Representatives than the conditions of these Standard Terms for the parties; and
 - (b) the Receiving Party remains liable for compliance by its Representatives with the obligations set forth in these Standard Terms.
- 3.3 Either Party may disclose the Confidential Information in the cases provided by law, any state body or another regulatory authority (including, without limitation, the rules of the official stock exchange), as well as by court or another authority of the competent jurisdiction, provided that such Party, to the maximum extent allowed by law, informs, where possible, the other Party of such disclosure and assists the Disclosing Party in respect of the procedure for such disclosure, as well as in respect of the reasonable measures which the Disclosing Party may decide to take to prevent such disclosure and to contest the legality of such requirements.
- 3.4 The Receiving Party shall establish and maintain adequate security measures (including any reasonable security measures proposed by the Disclosing party from time to time) to ensure the protection of the Confidential Information from unauthorized access or use.
- 3.5 Personal Data: Acting as independent personal data operators, the Parties undertake to ensure the confidentiality of personal data, access to which can be obtained by the Parties within the framework of the implementation of this Agreement, as well as to comply with other requirements of the current legislation in the field of personal data processing.

4. OWNERSHIP OF CONFIDENTIAL INFORMATION AND ACKNOWLEDGEMENT OF LIABILITY

- 4.1 All Confidential Information shall be the property of the Disclosing Party. Each Party reserves all rights in and to its Confidential Information. No rights, including, but not limited to, intellectual property rights, related to the Confidential Information owned by either Party shall be granted to the other Party, and no obligations shall be imposed on the Disclosing Party, except for the obligations expressly stated in the Agreement and/or these Standard Conditions.
- 4.2 Except as otherwise expressly stated in these Standard Terms and/or the Agreement, neither Party makes any representations or warranties, express or implied, in respect of the Confidential Information owned by such Party or in respect of correctness or completeness of such information.
- 4.3 The Receiving Party shall be liable to the Disclosing Party for the acts or omissions of its Representatives under the Agreement.

5. INDEMNITY

- 5.1 The Receiving Party undertakes to indemnify the Disclosing Party against any liability, costs (including compensation of interest, penalties and legal costs), expenses, losses and damages (except for consequential and indirect damage, loss of profit or business reputation) incurred or assumed by the Disclosing Party and its Affiliates as a result of violation of the Agreement and/or these Standard Conditions by the Receiving Party or as a result of the acts or omissions of the Receiving Party's Representatives.

6. ACCEPTABLE USE POLICY FOR DEMONSTRATION ACCESS

- 6.1 Customers shall ensure that Linx Network and Services are not adversely affected. Customers shall ensure that any third parties having access to Linx Network and Services through the Customer would behave in accordance with the rules, requirements and prohibitions contained in this section (hereinafter, the "Policy").
- 6.2 Violations of this Policy may result in civil, administrative or criminal liability. Linx will investigate such violations and may involve, and co-operate with, law enforcement authorities in prosecuting Customers who are involved in or have allowed such violations.
- 6.3 Linx shall not be liable for any damages of any nature suffered by Customer or any third party resulting in whole or in part from Linx' exercise of its rights under this Policy.
- 6.4 General Conduct. Linx's Network and Services are to be used in a manner that is consistent with the Purpose. Linx's Network and Services must not be used for any unlawful purposes. Customers are not to use Linx's Network and Services in order to transmit, distribute or store material:
 - (a) that is fraudulent, obscene, defamatory, libellous, threatening, abusive or hateful;
 - (b) that violates any applicable law or regulation, including applicable personal data legislation;
 - (c) in a manner that will infringe the copyright, trademark or other intellectual property rights of others;
 - (d) in a manner that will infringe the privacy, publicity or other personal rights of others;
 - (e) in a manner that will unduly occupy Network and Services resources and facilities;
 - (f) in a manner that will deny the availability of Network and Services to others;

- (g) that contains a virus, worm, Trojan horse and/or code that attempts to exploit programming flaws in operating systems and software programs, or in general any other harmful component;
- (h) contains fraudulent offers for goods or services;
- (i) contains any promotional materials that contain false, deceptive or misleading statements, claims or representations, or
- (j) generally, in a manner that may expose Linx or any of its Personnel to criminal, administrative or civil liability.

6.5 Responsibility for Content. Linx being an information mediator takes no responsibility, including liability for a breach of intellectual rights, for any material created or made accessible on or through Linx's Networks and Services that is not posted by or at the request of Linx. Whenever Customers use Linx's Network and Services, Linx:

- is not the initiator of the delivery and does not designate the recipients of materials;
- does not alter said material in the provision of Services and granting access to the Network, save the alterations effectuated for the purpose of ensuring the technological process of material transmission, and does not monitor nor exercise any editorial control over such material;
- faithfully relying on the impeccable observance by the Customer of the duties and prohibitions set forth in these Rules, under no circumstances knows or have to know that any actions of the Customer may be wrongful or illegal.

Linx is not responsible for the content of any web sites other than Linx's web sites, including for the content of web sites hyperlinked to such Linx's web sites. Hyperlinks are provided as Internet navigation tools only.

Should Linx receive an application, claim or message from the right-holder, law enforcement bodies or any other authorized third party about a breach by the Customer of the duties and prohibitions set forth in these Rules, Linx will take timely measures, which are necessary and sufficient, to terminate the said breach.

6.6 Unsolicited Messages (SPAM). Customers must not use Linx's Network and Services to send unsolicited e-mail messages, including, without limitation, bulk commercial advertising or informational announcements, as well as messages intended for an indefinite circle of persons delivered to a subscriber and / or a user without their prior consent and which do not allow to determine the sender of these messages, including in connection with indication in it of a nonexistent or falsified address of the sender ("Spam"), including, without limitation, using an e-mail account on Linx's Network to send Spam, or using the service of another provider to send Spam or to promote a site hosted on or connected to Linx's Network. In addition, Customers may not use Linx's Network and Services in order to:

- (a) send e-mail messages which are excessive and/ or intended to harass or annoy others;
- (b) continue to send e-mail messages to a recipient that has indicated that he/she does not wish to receive them;
- (c) send e-mail with forged TCP/IP packet header information;
- (d) send malicious e-mail;
- (e) send or receive e-mail messages in a manner that violates the use policies of any other internet service provider; or
- (f) use an e-mail box exclusively as a storage space for data.

6.7 Third Party Rules. Customers may have access through Linx's Network and Services to the Internet (World Wide Web), search engines, subscription web services, chat areas, bulletin boards, web pages, Usenet, or other services that promulgate rules, guidelines or agreements to govern their use. Customers must adhere to any such rules, guidelines and agreements.

6.8 System and Network Security. Customers are prohibited from violating or attempting to violate the security of Linx's Network and Services, including, without limitation:

- (a) accessing data not intended for such Customer or logging into a server or account which such Customer is not authorised to access;
- (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
- (c) attempting to interfere with, disrupt or disable service to any Customer, host or network;

- (d) sending any data with forged header information; or
- (e) taking any action in order to obtain services to which such Customer is not entitled.

Customers are to cooperate fully with Linx in the prevention, detection and resolution of any information security incidents.

- 6.9 Suspension; Termination. Any Customer, which Linx determines at its sole discretion, to have violated any element of this Acceptable Use Policy shall be delivered a written notification and may be subject to a temporary suspension or termination of a service.

7. FINAL PROVISIONS

- 7.1 The Confidentiality Obligations under the Agreement shall remain in full force and effect within three (3) years from the date of expiry of the Agreement.
- 7.2 Any notice required to be given by either Party under the Agreement shall be made in writing and shall be deemed duly delivered if delivered by e-mail, fax or registered mail to the address of the party to be notified.
- 7.3. The Agreement shall be concluded by the Customer and Linx by exchanging of data in accordance with the rules set forth in paragraph 2 of the item 1 of the article 160, item 2 of the article 434 of the RF Civil Code.
- 7.4. This version of the Standard Terms shall take effect from September 1, 2021 and shall remain in force until the new version of the Standard Terms is adopted.