

AGREEMENT FOR PROVISION OF DEMONSTRATION ACCESS TO IAAS SERVICE

BETWEEN:

- (1) LLC “Svyaz VSD”, a company with its head office at 127083, Moscow, 8th March St., 14, bld. 1, main state registration number 1037713010444 (the “Linx”); and
 - (2) the Company, the information about which is indicated above (the “Customer”);
- (collectively referred to as the “Parties”)

WHEREAS:

- (A) Linx provides virtual infrastructure service HyperCloud IAAS and LinxCloud IAAS (the “Service”) for provision of access to capacities for data processing and storage.
- (B) The Customer wishes to purchase the Service from Linx and for this purpose intends to test the Service according to the conditions set forth in this Agreement.

IT IS AGREED AS FOLLOWS:

1. General Provisions

- 1.1 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 as well as the standard confidentiality obligations and conditions of the provision of demonstration access to IAAS service (the “Standard Terms”). The Standard Terms contain the requirements, conditions and rules for all Linx’ customers, establish rights and obligations of the Parties and apply to relations of the Parties in connection with the provision of demonstration access to the Service and testing of the Service.
- 1.2 The Standard Terms are available at Linx website on the Internet at the address: <https://www.linxdatacenter.com/documents>. The Customer hereby represents and warrants that before signing this Agreement the Customer has familiarized itself with the Standard Terms in effect as of the date hereof, the meaning and the content of the Standard Terms as well as the Customer’s obligations established by the Standard Terms are clear to the Customer. The Customer hereby represents and warrants that the content of the Standard Terms will be communicated to the Customer’s representatives who require it for interacting with Linx in the course of the provision of demonstration access to the Services and testing of the Services under this Agreement.
- 1.3 Unless the context otherwise requires and except as provided below, the words and phrases used in this Agreement as well as the terms listed in the preamble to the Agreement shall have the meanings given in the Standard Terms.

“vDC” means a virtual data processing center on the platform of the Service with the parameters, the numerical and metric characteristics of which are given

above (CPU processor capacity, RAM, disk space SAS+SSD, access to the public network Internet, placement platform):

“Purpose” means the testing by the Customer of the functionality and productive capacity of the Service as part of access to the virtual DPC.

2. Relations between the Parties

- 2.1 The Customer undertakes to test the functionality and productive capacity of the Service within the vDC, and Linx undertakes to provide the Customer with access to such vDC on the conditions set forth in this Agreement and the Standard Terms and in accordance with all applicable legal requirements.
- 2.2 Testing of the Service by the Customer shall be free of charge.

3. Period of Provision and Use

- 3.1 Linx shall make the vDC available to the Customer after the Customer accepts the terms of this Agreement and after filling in the vDC account information, previously sent to the Customer's e-mail address.
- 3.2 The vDC shall be available for use by the Customer for up to the maximum of 30 (thirty) calendar days.
- 3.3 At the end of the period, Linx undertakes to notify the Customer and automatically destroy the data and configurations in the vDC used by the Customer within three (3) business days.

4. Obligations of the Customer and Linx

- 4.1 The Customer undertakes:
 - (a) not to use the vDC for commercial purposes;
 - (b) not to perform improper activities in respect of , or with the use of, the vDC, including, but not limited to, spam, DDoS, scanning of IP addresses and ports, creation of illegal sites.
- 4.2 The Customer undertakes to limit the use of the vDC to the contact person who received an email with account details of vDC (sent to the Customer's email address). The testing of the vDC on behalf of the Customer shall be executed by mentioned persons only.

The right of this person to use the vDC under this Agreement may not be delegated to any third parties.
- 4.3 The Parties undertake to respect the confidentiality and not to disclose the Confidential Information of the Disclosing Party to third parties, as well as to ensure the performance of other confidentiality obligations set forth in the Standard Terms.
- 4.4. The Parties represent and warrant that they will perform the obligations set forth in the Standard Terms in respect of the Personal Data processing in a proper manner.

5. Final Provisions

- 5.1 The confidentiality obligations under the Agreement shall remain in full force and effect within three (3) years from the date of expiry of this Agreement.
- 5.2 This 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 and taking into account the following:
 - (a) Linx sends the Customer an offer to the Customer's e-mail address specified in the request on the Linx website, containing a link to the Internet page with the text of this Agreement, as well as the account data of the virtual data center;
 - (b) The Customer accepts Linx's offer to provide demo access to IAAS service by clicking on the "Get demo access" button on the website with the text of this Agreement. Acceptance of the terms of this Agreement is complete and unconditional.
- 5.3 The person who received the Linx offer to the email address represents and warrants that he / she has the necessary powers and authority to conclude this Agreement on behalf of the Customer.