

Detailed Terms of Service: Dedicated Server

1. Dedicated Server Service is a service provided electronically by CloudFerro to the Customer, and it involves providing the Customer with access to the device and software that allows for storing, accessing and sharing of the resources in line with (i) parameters and standard specifications offered to the Customer as selected by the Customer during the Agreement Conclusion Procedure; or in line with (ii) parameters and custom specifications agreed by the CloudFerro and the Customer as part of the conclusion of a Written Services Agreement ("**Dedicated Server**").

2. The parameters and standard specifications for the Dedicated Server Service, including a detailed description of the available options for the Dedicated Server Service, their technical parameters, hardware requirements and service level, are specified on <u>www.cloudferro.com</u>. The standard Dedicated Server Service parameters offered by CloudFerro shall be selected by the Customer by choosing available options and configurations during the Agreement Conclusion Procedure.

3. The Customer may select custom Dedicated Server Service parameters, after the Customer has resigned from the choice of standard Dedicated Server parameters offered as Cloud Computing Services. The parameters and custom specifications for the Dedicated Server Service, including a detailed description of technical parameters and hardware requirements for such Service shall be specified by the Customer and CludFerro in the Service Agreement. The Customer shall contact an authorised CloudFerro representative directly to select and agree on the custom Dedicated Server parameters.

4. CloudFerro will commence the provision of Dedicated Server Service once the standard Dedicated Server parameters are selected or custom Dedicated Server specifications are agreed on. If the Customer has selected custom Dedicated Server specifications, CloudFerro may condition the commencement of provision of this Service on the performance of technical actions necessary to provide access to the device for the Customer and full functionality that involves a possibility of storing, accessing and sharing of the resources. In this case, the Dedicated Server Service shall be made available to the Customer on the date specified in the Services Agreement.

5. The Customer acknowledges that it has the necessary knowledge and experience in the operation of servers or has the support of persons with such knowledge and experience.

6. The Customer shall administer the server made available to it as part of the Service on its own. The Customer may outsource the administration of the server to a third party at its own expense and risk. In this case CloudFerro shall not be liable for any consequences of making access to the server available to such third party.

7. CloudFerro shall not be liable for the administration of the server made available to the Customer.

8. The Customer shall:

A) Back up data stored on the server in a manner determined by the Customer;

Biuro handlowe: +48 22 354 65 73 ul. Fabryczna 5A | 00-446 Warszawa biuro@cloudferro.com | www.cloudferro.com CloudFerro Sp. z o.o., zarejestrowana w Krajowym Rejestrze Sądowym pod numerem KRS: 0000543630, NIP: 7010468205, REGON: 360818463 Siedziba: ul. Nowogrodzka 31, 00-511 Warszawa Numer rachunku: Toyota Bank 87 2160 0003 2000 1631 6221 0001



B) Secure and protect the server from unauthorized access.

9. The Customer declares that:

A) The Customer will not use the server to attack and disrupt the work of any third-party servers or networks (e.g. by DOS attacks).

B) The Customer will not use the server to send unsolicited commercial communications (spam).

10. It is required for the proper and uninterrupted provision of the Dedicated Server Service by CloudFerro that the Customer provides hardware and software resources specified on <u>www.cloudferro.com</u> in relation to the Parameters and standard specifications of this Service or as agreed individually by the Customer and CloudFerro in the Services Agreement.

11. CloudFerro shall ensure availability of the Dedicated Server Service on terms and conditions set out in the Service Level Appendix.

12. CloudFerro's obligations related to the Dedicated Server Service include provision of the technical infrastructure and hardware necessary for the operation of the Dedicated Server Service that are appropriate for the Customer-selected standard or custom Dedicated Server specifications.

13. The Customer shall be entitled to modify the Dedicated Server Service specifications within the confines of technical requirements offered by Cloud Ferro. The Customer may modify standard parameters of the Dedicated Server Service via the Customer Account. The Customer may modify custom parameters of the Dedicated Server Service by directly contacting CloudFerro's authorized representative. Modification of the Dedicated Server Service specifications may be conditioned on Customer's acceptance of a different price of such Service and on the payment into CloudFerro's account of a fee for the modified Service, as well as on CloudFerro's completion of necessary technical activities intended for the provision of the Service to the Customer.

14. CloudFerro shall be entitled to block the Dedicated Server Service on terms and conditions set out in the General Terms of Service.

15. CloudFerro shall be liable for damages resulting from functionality unavailability or inaccessibility of the Dedicated Server Service to the Customer lasting longer than the time specified in the Service Level Appendix, on terms and conditions set out in the General Terms of Service.

16. CloudFerro shall be entitled to charge and demand payment of fees for the Dedicated Server Service from the Customer on terms and conditions set out in the General Terms of Service and in the Services Price List available on <u>www.cloudferro.com</u> or payment of an Agreed Price if custom Dedicated Server specifications have been selected and specified.

These Terms of Service have become effective on 30.06.2016.