

IT Solutions for Land, Air & Space

## **Detailed Terms of Service: Cloud Computing**

- 1. Cloud Computing Service is a service provided electronically by CloudFerro to the Customer, and it involves providing the Customer with IT system resources, server space where the Customer may use a server instance with an operating system and any additional software, storage, network connections between different elements of the system, and with access to the web; these services are provided in the cloud computing system in accordance with the rules laid down in the Services Agreement ("Cloud Computing").
- 2. Cloud Computing parameters can be customised by the Customer by creating custom Cloud Computing specifications.
- 3. Technical and hardware parameters for the operation of Cloud Computing, different to the ones offered as standard, are specified in custom Cloud Computing specifications.
- 4. The standard Cloud Computing parameters offered by CloudFerro as Cloud Computing Services shall be selected by the Customer by choosing available options and configurations during the Agreement Conclusion Procedure or by the conclusion of a Written Services Agreement.
- 5. The Customer may select custom Cloud Computing parameters, after the Customer has resigned from the choice of standard Cloud Computing parameters offered as Cloud Computing Services. The Customer shall contact an authorised CloudFerro representative directly to select and agree on the custom Cloud Computing parameters.
- 6. CloudFerro will commence the provision of Cloud Computing Service once the standard Cloud Computing parameters are selected or custom Cloud Computing specifications are agreed on. If the Customer has selected custom Cloud Computing specifications, CloudFerro may condition the commencement of provision of Cloud Computing Service on the performance of technical actions necessary for making the Cloud Computing server space available to the Customer. In this case, the Cloud Computing Service shall be made available to the Customer on the date specified in the Services Agreement.
- 7. 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.
- 8. Once the Cloud Computing Service has been purchased, the Customer shall administer the server made available to the Customer on its own, . The Customer shall also be entitled to outsource the administration of the server to a third party. In this case CloudFerro shall not be liable for any consequences or damage resulting from the server administration being outsourced by the Customer.
- 9. The Customer will not use the Services to attack and disrupt the work of any third-party servers or networks.
- 10. The Customer undertakes not to use the Services to generate virtual currency nor to run computing as a part of public projects operating in grid computing systems or other computing of this kind related to the continuous computing by the servers in dedicated networks.



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- 11. The Customer undertakes not to use Services in any continuous processes having the sole purpose of downloading data from the web and in particular in peer2peer networks.
- 12. CloudFerro's obligations related to the Cloud Computing Service include provision of the technical infrastructure and hardware necessary for the operation of Cloud Computing that are appropriate for the Customer-selected standard or custom Cloud Computing specifications.
- 13. CloudFerro shall provide the Cloud Computing Service without interruption, and the total time of the Cloud Computing full functionality may not be less than that set out in the Service Level Appendix.
- 14. The Customer shall ensure minimum technical and hardware requirements determined by CloudFerro that are necessary to ensure the functionality of the Customer-selected standard or custom Cloud Computing specifications. CloudFerro shall determine the minimum technical and hardware requirements, and provide them to the Customer during the Agreement Conclusion Procedure or during selection of custom Cloud Computing parameters. Moreover, the Customer shall create individual backups of data stored and processed in Cloud Computing.
- 15. The Customer shall be entitled to modify the Cloud Computing Service specifications within the confines of technical requirements offered by Cloud Ferro. The Customer may modify standard parameters of the Cloud Computing Service via the Customer Account. The Customer may modify custom parameters of the Cloud Computing Service by directly contacting CloudFerro's authorized representative. Modification of the Cloud Computing 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 a Cloud Computing Cloud server space to the Customer.
- 16. CloudFerro shall be entitled to block the Cloud Computing Service on terms and conditions set out in the General Terms of Service.
- 17. CloudFerro shall be liable for damages resulting from functionality unavailability or inaccessibility of the Cloud Computing 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.
- 18. CloudFerro shall be entitled to charge and demand payment of fees for the Cloud Computing Service from the Customer on terms and conditions set out in the General Terms of Service and in the Services Price List available on <a href="www.cloudferro.com">www.cloudferro.com</a> or payment of an Agreed Price if custom Cloud Computing specifications have been selected and specified.

These Terms of Service have become effective on 30.06.2016.