

# THE TERMS OF USE OF SPECIFIC SERVICES:

## BACKUP STORAGE ATLEX

Please note: This document is an English translation of the document found <u>here</u>. In the event of a conflict between the Russian version of this document and this translation, the Russian version shall prevail. Only the Russian version of this document found <u>here</u> is legally binding.

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The Terms of Use of Specific Services (the "Terms of Use") are an integral part of the User Agreement (the "Agreement"). Capitalized terms that are used but not defined in the Terms of Use have the meaning assigned to them by the Agreement.

#### Terms and Definitions

**Backup Storage** is a fault-tolerant, scalable file system for storing large data volumes, in which data is stored on servers distributed on the network, physically located on the Contractor's service platform.

## 1. SUBJECT

- 1.1. The Contractor provides the Customer with a Backup Storage located on the Contractor's service platform (hereinafter referred to as the "Service"). The Customer agrees and pays for the Service to the Contractor.
- 1.2. The basic service is provided within the relevant Terms of Use of Specific Services. The terms defined in the Terms of Use of Specific Services have the meaning assigned to them in these Terms.

#### 2. PROCEDURES FOR THE PROVISION OF SERVICES

- 2.1. The Customer chooses and orders the Service in the Customer's Personal Account or on the Contractor's website <a href="https://www.okey-telecom.ru/en">https://www.okey-telecom.ru/en</a>.
- 2.2. The Customer shall specify the following information at order:
  - Backup Storage capacity, GB.



The Contractor also requests additional information if necessary.

- 2.3. The providing of the Service starts from the date of its activation by the Contractor and if there are sufficient funds in the Customer's account balance to start providing the Service.
- 2.4. The decrease or increase of the Backup Storage capacity is provided as follows:
  - The Customer sends a notification to the Contractor via the Ticket system describing the necessary changes to the Service configuration;
  - A capacity increase of Backup Storage is provided only if there are sufficient funds on the Customer's account balance to pay for such an increase.

## 3. PAYMENT FOR THE SERVICE

- 3.1. The Service is paid in the manner, terms, and form established by the Agreement unless otherwise provided by these Terms.
- 3.2 The Service cost includes:
  - the cost of Backup Storage with the minimum capacity of 100 GB, or it is determined in accordance with the current tariff plan upon the service ordered as an additional one;
  - the cost of every additional 10 GB to the Backup Storage over the minimum capacity of 100 GB.
- 3.3. The Service will be prolonged automatically for the next month at the end of the Service's current paid period if the auto prolongation function is enabled at the Service order and if there is a sufficient amount of money on the Customer's Personal Account.

#### 4. END OF SERVICE PROVISION

- 4.1. The Customer may cancel the Service by sending a request via the Ticket System to disable access to the Service
- 4.2. Access to the Service is disabled automatically upon reaching a zero at the Customer's account balance, as it is insufficient for the next charge-off. The Contractor notifies the Customer about the Service disconnection by sending an e-mail.
- 4.3. The Contractor has the right to delete the Backup Storage if the Customer's account balance is insufficient to make the next charge-off for the Service within fourteen (14) calendar days. The specified period may be prolonged by agreement of the Parties.
- 4.4. The Customer may continue using the Service, provided that the Customer's account balance is replenished until the expiration of thirty (30) calendar days from the date of the Service provision suspension.



- 4.5. The resuming of the Service blocked due to non-payment is provided after receiving funds to the Customer's account balance.
- 4.6. The payment for a one-month period of use of the Service will not be refunded upon the Service provision termination or the Customer's cancellation of the Service.

# 5. SERVICE LEVEL AGREEMENT (SLA)

5.1. The Service Level Agreement is available on the web page at <a href="https://www.okey-telecom.ru/licenses-certificates-policies/service-level-agreement-sla/">https://www.okey-telecom.ru/licenses-certificates-policies/service-level-agreement-sla/</a>.