

Paid Services Contract

The text of this Contract is a public offer (in accordance with paragraph 2 of Article 437 of the Civil Code of the Russian Federation).

Moscow

OOO (Limited Liability Company) "Baxet", hereinafter referred to as "Contractor", license No. 143817 Telematic communication services from 08/30/2016, represented by CEO Pankratov Anton Sergeevich, acting pursuant to the Articles of Association, on the one hand, and "Customer", on the other hand, hereinafter individually and collectively referred to respectively as "the Party" and "the Parties", have concluded this Contract as follows:

Terms and Definitions

IP-network is a network built on the basis of the TCP / IP protocol stack, which allows to create and merge small local and global networks.

Server is a computer or software system, permanently connected to the Internet, that provides remote access to its services or resources.

Web-based system is an electronic representation for the Customer on the Internet that represents a guaranteed opportunity of visual access to information from a computer that has access to the Internet through publicly available browser programs released no later than 2012, via the HTTP 1.1 protocol.

Domain is the area of the hierarchical namespace of the Internet, which is maintained by a set of Domain Name System (DNS) servers and is administered centrally. The domain is identified by the domain name.

Registry is the central database containing information on registered domain names, domain Administrators and other information that is necessary for registration and renewal of domains.

Domain registration is entering information about the domain and its Administrator into the Registry of Domain Names in order to ensure the uniqueness of using the domain, as well as obtaining rights to administer the domain by the Administrator. The service for domain registration is considered rendered from the moment of entering information into the Registry.

Domain Delegation is entering information about the domain into the zone and its corresponding DNS-servers specified by the Domain Administrator, providing the functioning of the domain.

Domain Administrator is a legal entity or an individual for whom a domain is registered. The domain Administrator determines the procedure for using the domain and the organization that provides technical support for the domain.

Term of registration is a time period during which the storage of domain information in the Domain Name Registry is ensured. **Domain name renewal** is entering information on the renewal of domain name registration into the Registry.

DNS-server is the server of domain names, that stores configuration files of the registered domain.

Login is a unique set of letters and numbers for the Contractor's web server, which in combination with the Password serves as the Customer's identifier.

Password is a set of letters and numbers that, in combination with the Login, serves as the Customer's identifier.

Order is an electronic message sent by the Customer from the Contractor's web server (<http://justhost.ru/>), that includes the order number and the list of services of the Contractor, listed in the Appendixes, that the Customer wishes to receive.

Spam is a product of mass distribution of advertising, commercial or propaganda information to other users of the network without their consent, letters containing rude and offensive expressions and offers, as well as placement in any conference of advertising, commercial or agitational messages, when such messages are explicitly permitted by the rules of such a conference or their placement was previously agreed with the owners or administrators of such a conference; sending out information to the recipients who expressed their apparent reluctance to receive this information; use of own or provided information resources (mailboxes, e-mail addresses, WWW pages, etc.) as contact coordinates in the performance of any of the described above actions, regardless of from which point of the network these actions were taken.

1. Object of the contract

- A. The Contractor shall provide the Customer with telematic communication services and domain registration services at its facilities in accordance with the conditions listed in this Contract and its Appendixes.
- B. The Customer determines the list of services provided by the Contractor under this Contract, as well as their types, independently by paying for the Orders to the Contractor.

2. Rights and obligations of the Parties

- A. The Contractor is obligated to provide services in strict accordance with the terms of this Contract.
- B. The Customer is obligated to pay for the Contractor's services in time in accordance with the terms of this Contract and its Appendixes.
- C. The Customer is obligated to follow the rules for the provision of services specified by the Contractor in the Contract and its Appendixes.
- D. The Customer understands and agrees with the requirements for the quality of services provided by the Contractor.

3. The moment of securing the Contract and its validity

- A. The moment of securing the Contract is the registration of the Customer on the Contractor's web server.

4. Cost of services and procedure for payment

- A. The cost of services is stated on the Contractor's web server (<http://justhost.ru/>). Payment under the Contract is made in Russian rubles.
- B. Payment for the Contractor's services is made within 5 (five) banking days from the date of the billing made by the Contractor.
- C. The request for account formation shall be made by the Customer on the Contractor's web server.
- D. Registration of domains with special pricing, for example, premium and exempt, is not performed. To register such domains, you must make an order directly with the domain registrar.
- E. When the Customer prepares payment documents in the section "Purpose of payment", a reference to the account number and contract number is required.
- F. The payment for the Contractor's services is made by the Customer by transferring funds to the Contractor's account.
- G. The Customer is responsible for the payments for the services provided by the Contractor under this Contract to be correct and made in time.
- H. All bank commission charges for the payments for the Contractor's accounts are made by the Customer, unless otherwise is specified in the payment method.
- I. When changing the bank account details of the Contractor, due to circumstances beyond their control, from the moment of publication of new details via e-mail and web-server of the Contractor, the Customer is responsible for the payments made on obsolete requisites.

- J. The moment of providing the service is the transfer of the requisites of access to the telematics service to the Customer.
- K. When the service switches to the Deleted status, the Contractor has the right to release the resources associated with this service.
- L. The service for registering a domain name is considered rendered at the time of entering the domain name and its Administrator in the Domain Name Registry.
- M. The fact of providing services under this Contract is confirmed by the Act of providing services. The certificate is made by the Contractor and sent to the Customer on request. The act is formed at the end of each calendar month and includes all services provided for the past month.

5. Responsibilities of the Parties

- A. The Contractor is responsible for interruptions in the provision of its services, except in cases in which the interruptions were caused by the actions of the Customer or the actions of third parties, in an amount not more than the cost of the customer's service, at which there were interruptions in one calendar month.
- B. The Contractor shall not be responsible to the Customer for any kind of damage made to the Customer due to the loss and / or disclosure of their Login and Password, as well as due to any acts of force majeure and any random factors.
- C. The Contractor is not liable to the Customer for the safety of the Customer's data lost due to the loss and / or disclosure of their Login and Password, in the event of a hardware failure, accidental deletion, administration errors, external interference, as well as due to any force majeure actions and any random factors.
- D. The Contractor is liable for claims of a civil nature and for the losses of the Customer proven in court, in an amount not more than the cost of the customer's service, at which losses were observed in one calendar month. The parties are responsible for their obligations in accordance with the current legislation of the Russian Federation.
- E. The parties are responsible for their obligations in accordance with the current legislation of the Russian Federation.
- F. The Contractor shall not be responsible for the lost profits and any indirect losses incurred by the Customer during the period of use or non-use of the Contractor's services (full or partial), and also in cases when it is caused by the malfunction of hardware and software used by the Customer, computer malfunctions, Customer's mistakes while working with software products or the Customer's violation of software documentation requirements.
- G. The customer is solely responsible for the safety of his data, for the creation of backups, their storage and management.

- H. The Customer is informed that the server software may include, but is not limited to software products provided without any warranties. All work to diagnosing and restoring the server's work is performed at the expense of the Customer.
- I. The Customer takes full responsibility and all risks associated with the use of the Internet through the resources and / or services of the Contractor.
- J. If there are judicial or other acts from the state authorities of the Russian Federation regarding the services of the Customer regarding non-compliance with the legislation of the Russian Federation, the Contractor has the right to block the services of the Customer without the right to refund.
- K. In the event of Complaints (Abuses) about the Customer's services from specialized organizations, representatives for copyright and other related rights, complaints from organizations for the protection of trademarks (brands), complaints about the organization of spam mailings, illegal software placement (without the permission of the copyright holder), placement malware, posting informational articles about hacking, posting hacking software, posting pornographic materials, as well as any other actions of the Customer that may qualify as illegal or inflicting, or that may cause damage to the Contractor, the Contractor has the right to block the Customer's services without the right to refund.

6. Conditions and procedure for termination of the Contract

- A. This Contract may be terminated at the initiative of the Customer, in the absence of direct fault of the Contractor, after the expiration of the paid period by refusing to pay for the services for the next period or on the basis of a notice set forth in written form.
- B. This Contract may be terminated at the initiative of the Contractor on the basis of Customer's improper following the terms and conditions of this Contract and / or its Appendixes. The Contractor is obligated to send the Customer a written notice of termination of the Contract at least 5 (five) days before the termination.
- C. If the Contract is terminated for reasons other than those listed above, the issues of payments shall be settled by the agreement of the Parties or in accordance with the established procedure through the judicial bodies of the Russian Federation in accordance with the current legislation of the Russian Federation.

7. Procedure for settlement the disputes

- A. Disputes and / or disagreements shall be resolved by the Parties through negotiations, and in case of failure to reach agreement, in accordance with

the current legislation of the Russian Federation, at the place of registration of the Contractor.

- B. All claims of the Parties must be executed in written form and signed by authorized individuals.
- C. The Party that received the claim must provide the other party with a reasoned response within 10 working days from the date of receipt of the claim.

8. Force Majeure

- A. The Parties are exempted from responsibility for partial or complete non-fulfillment of obligations under this Contract, if improper actions of the Parties is caused by force majeure, i.e. extraordinary forces and unavoidable circumstances beyond reasonable control.
- B. The Party that is unable to fulfill its contractual obligations immediately informs the other Party about the beginning and end of the above circumstances, but in any case not later than 10 days after the commencement of their action.
- C. If the stated circumstances last more than 2 months, each Party has the right to early termination of the Contract. In this case, the Parties make mutual settlements.

9. Confidential and Personal Information

- A. By signing this Contract (by accepting the offer), the Customer confirms its consent to be processed by OOO (Limited Liability Company) "Baxet" located: 124489, Moscow, Zelenograd, Sosnovaya Alley 4, building 2, office 120, OGRN 1054316805927, his personal data, namely: last name, first name, middle name, address (including postal), telephone / fax number, e-mail address, bank account details, TIN, BIND, passport information, as well as other personal data provided for the following purposes, including: collection, recording, systematization, accumulation, storing, updating (changing), extracting, using, transferring (distributing, providing, accessing), depersonalizing, blocking, deleting, destroying personal data, for the purposes of concluding and executing the Contract, and for enforcing laws and other regulatory acts. Personal data processing is carried out with or without the use of automation tools. The agreement for the processing of personal data is valid for an indefinite period of time and can be withdrawn by sending a corresponding written application to OOO (Limited Liability Company) "Baxet".
- B. By signing this Contract, the Customer confirms its consent to receive from the Contractor promotional materials on the services and promotions of the Contractor and its partners.

- C. The Parties are obligated not to transfer to third parties or use, in any other way not provided for by the terms of the Contract, organizational, technological, commercial, financial and other information that is confidential to the Parties (hereinafter - "confidential information"), provided that:
- such information has real or potential commercial value due to its unknown to third parties;
 - there is no free access to such information on a lawful basis;
 - the holder of such information shall take appropriate measures to ensure its confidentiality.
- D. The term of protection of confidential information is limited by the Parties for a period of at least 5 (five) years from the date of the termination of the Contract.
- E. The Contractor has the right to request any additional identification data of the Customer. In case of ignoring the request or refusing to provide data within 3 days after sending this request, the Contractor can block the services and account of the Customer until the requested data is provided.

10. Procedure for Amending the Contract

- A. The Contractor has the right to unilaterally amend the Contract and its Appendixes by notifying the Customer of such changes on the Contractor's web server (<http://justhost.ru/>).
- B. The Customer is obligated to regularly monitor any changes related to the stated in the Contract provision of access rights to the web-based system and registration of domains on the Contractor's web server. The Customer is obligated to read and accept the information on changes in the Appendixes to this Contract, as well as other technological and organizational changes published on the web server and sent by the Contractor via e-mail.
- C. The amendments enters into force at least 10 (ten) calendar days from the date of notification and publication.
- D. The services received by the Customer from the date of introduction of the amendments to the date of receipt of the notification (inclusive) are provided to the Customer taking into account the changes introduced.
- E. In all other cases not specified in this Contract the Parties shall be governed by the the current legislation of the Russian Federation.

11. Refunds

- A. At any time, the Customer may refuse the selected services and return unspent funds to its billing account. The amount is calculated on the date of the cancellation of the services.

- B. For all services, the refund is made on request made by the Customer to the e-mail address info@justhost.ru, taking into account the incurred costs from JustHost.ru.
- C. The withdrawal of funds from the account is made only upon application from the Customer made to the e-mail address info@justhost.ru, to the account / electronic purse / bank card from which the payment was made.
- D. Refunds from the billing balance are possible no later than 15 days from the date of payment. After that period refunds are made only for the days that are left unused.
- E. Refund after Customer application can take up to 14 days plus period that depends on payment system.
- F. The amount of refunds will not include bonuses from the Contractor's company.
- G. Refund for the Domain registration service is NOT made.

Appendix No. 1. Requisites

The Contractor

ООО (Limited Liability Company) "Baxet"
 TIN 4345115602
 KPP 434501001
 OGRN 1054316805927
 Legal address: 610007, Kirov, Lenina
 Street 164, 14
 Postal address: 124489, Moscow,
 Zelenograd, Sosnovaya Alley 4, building
 2, office 120
 OKATO: 33401361000

EUR	<p>Получатель (Beneficiary)</p> <p>BAXET LTD</p> <p>Счет получателя (Beneficiary's Account) 40702978310000000544</p> <p>Транзитный счет получателя (Beneficiary's Transit Account) 40702978420000000544</p> <p>Банк получателя (Beneficiary Bank) Tinkoff Bank</p> <p>SWIFT банка получателя (Beneficiary's Bank SWIFT) TICSRUMMXXX</p> <p>Адрес банка получателя (Beneficiary's Bank Address)</p> <p>1st Volokolamsky pr., 10, bld. 1, Moscow, Russia</p> <p>Банк-корреспондент (Intermediary) J.P.MORGAN AG FRANKFURT AM MAIN, DE</p> <p>SWIFT банка-корреспондента (Intermediary's Bank SWIFT) CHASDEFXXX</p> <p>Адрес банка-корреспондента (Intermediary's Bank Address) FRANKFURT AM MAIN, DE</p> <p>Счет в банке-корреспонденте (Intermediary's Bank Account) 6231608701</p>
USD	<p>Получатель (Beneficiary)</p> <p>BAXET LTD</p> <p>Счет получателя (Beneficiary's Account) 40702840110000000568</p> <p>Транзитный счет получателя (Beneficiary's Transit Account) 40702840220000000568</p>

Банк получателя (Beneficiary Bank)	Tinkoff Bank
SWIFT банка получателя (Beneficiary's Bank SWIFT)	TICSRUMMXXX
Адрес банка получателя (Beneficiary's Bank Address)	
1st Volokolamsky pr., 10, bld. 1, Moscow, Russia	
Банк-корреспондент (Intermediary)	JPMORGAN CHASE BANK, N.A. NEW YORK, NY US
SWIFT банка-корреспондента (Intermediary's Bank SWIFT)	CHASUS33XXX
Адрес банка-корреспондента (Intermediary's Bank Address)	NEW YORK, NY US
Счет в банке-корреспонденте (Intermediary's Bank Account)	464650808

The Contractor _____/Pankratov Anton Sergeevich
CEO

Appendix No. 2. Server Administration

1. Basic terms

Server Administration is the provision by the Contractor of works on setting up, current maintenance of the server and installation of additional software at the request of the Customer.

Services Package is the list of information and technology services provided to the Customer in the the Server Administration. Additional services is the list of services not specified in this Contract, determined by the Parties additionally in additional agreements or by joining to the conditions under which the Contractor is obligated to provide them.

2. Basic statements

- A. Responsibility for all actions performed using the Customer's Login and Password, either by himself or by other legal individual, lies entirely with the Customer. The Customer must ensure the confidentiality of the password(s) assigned to him. The Customer is fully responsible for all actions performed using their Login and Password.
- B. The Contractor provides Services Packages chosen by the Customer within several levels of Server Administration. Each level of server administration contains a certain set of prepaid services. The list of service kits is available when ordering services on the Contractor's web server (<http://justhost.ru>) and may vary depending on the type of service ordered.
- C. A specific Services Package is provided to the Customer by prior arrangement and payment made by the Customer in accordance with the established cost of subscription services at the prices specified on the Contractor's web server (<http://justhost.ru>) when ordering services.
- D. For each Customer service, only one level of Server Administration can be ordered.

3. Renewal of the Services Package

- A. Renewal of the Services Package is performed by the Contractor by default if there is a sufficient amount of money in the personal account of the Customer to pay for the renewal and in the absence of the Customer's refusal to renew. The renewal is carried out for the same period as the service to which this Service Package applies.
- B. The absence of the Customer's refusal to renew the services confirms his consent to the extension of the provision of the services by the Contractor and

thereby the payment for the extension made from the Customer's bank account stated in the Contract.

4. Special Conditions

- A. The Contractor has the right to refuse to provide the Customer with any services if the Contractor determines that they exceed the paid Services Packages and / or the terms of the Contract. Such requirements will be assessed separately as One-time services in accordance with the terms of Terms of Reference.
- B. The Customer is obliged to inform the Contractor in time about making the necessary adjustments to the management and configuration of the server software through the Contractor's Ticket System.
- C. The Contractor shall not be responsible for the quality of the provided services, if it is caused by the malfunction of the hardware and software used by the Customer, computer failures, Customer's mistakes while working with software products or Customer's violation of software documentation requirements.
- D. The Customer is informed that the server software may include, but is not limited to, software provided without any warranties. All work to diagnose and restore the server's performance is performed at the expense of the Customer.

Appendix No. 3. Service Level Agreement (SLA)

Terms and Definitions

Terms and definitions used in this Agreement are understood and interpreted in accordance with their statement in the Contract on the official web-server of the Contractor (<http://justhost.ru>), including this Agreement, as well as in accordance with the current legislation, normative legal acts of the Russian Federation, used in business terms and definitions for similar services.

Emergency situation is an unavailability of the Contractor's service caused by a malfunction of the equipment, network, engineering systems and infrastructure of the Contractor or its counterparties, including unauthorized adverse effects on the said facilities.

Incident is an event caused by the apparent or perceived unavailability of the Contractor's services due to various reasons.

The Customer's incident request is the Customer's message about the unavailability of the Contractor's services, it is received via: Contractor's Ticket System, official e-mail addresses, the technical support phone of the Contractor.

Scheduled works are a set of preventive works to maintain the serviceable condition of the equipment, network, engineering systems and infrastructure of the Contractor. Performed by the Contractor and its counterparties.

Urgent works are a complex of unscheduled operations that are required to be performed promptly to eliminate or prevent various emergencies and malfunctions of the equipment, network, engineering systems and the Contractor's infrastructure. Performed by the Contractor and its counterparties.

DoS-attack (Denial of Service) and DDoS-attack (Distributed Denial of Service) are types of malicious attacks on computer systems, the purpose of which is to create conditions under which legitimate users of the system can not access the resources provided by the system, or this access is difficult.

1. Object of the agreement

- A. This Agreement specifies the requirements for the quality of services, the provision of which is guaranteed by the Contractor.

- B. The Agreement defines the constitution and areas of acceptable quality indicators of the Contractor's services, the ability to control these indicators by the Parties.

2. Limits of responsibility

- A. In this Agreement, the Parties acknowledge that the Contractor guarantees the declared level of service only in the technological boundaries of the responsibility of the Contractor's network.

3. Quality assurance of services and level of service

- A. The Contractor provides the Customer with services 24 hours a day, daily without interruptions, unless otherwise is specified in the text of the Contract and its Appendixes. Inaccessibility of the Contractor's services may be caused or related to:

- Emergency situation;
- Scheduled works;
- Urgent works;
- other incidents.

Scheduled and urgent works carried out during the standard time of routine maintenance (service) do not require Customer's notifications from the Contractor. Information on scheduled technical works conducted outside the standard time for routine maintenance (services) is published on the Contractor's web server: (<http://justhost.ru/>) 48 hours before the start of works. Information about urgent work conducted outside the standard time of scheduled maintenance is published on the Contractor's web server: (<http://justhost.ru/>) 12 hours before the start of works. Information on urgent work related to the liquidation of an emergency situation and conducted outside the standard time of scheduled maintenance is published on the Contractor's web server: (<http://justhost.ru/>) no later than 12 hours from the beginning of works.

- B. The Customer is obliged to inform the Contractor via e-mail and / or via phone to the technical support service of the Contractor about the lack of access to resources located on the Contractor's computing facilities, as well as about the alleged duration of the incident within 24 hours from the time of the incident detection. The Contractor analyzes the Customer's request for the incident, based on the log files and data of the Contractor's monitoring system. Periods of scheduled and urgent works are not taken into account. The response time of the Contractor to the Customer's request for an incident should not exceed 6 hours from the receipt of the Customer's request.
- C. In order to receive compensation, the Customer must, within 5 days from the moment of the incident detection, send or duplicate the Customer's request

for an incident to (info@justhost.ru), previously indicated in the technical support service, in which the Contract number, service code, service unavailability period shall be stated, and a request to receive compensation. The request will be considered within 15 (fifteen) working days from the receipt. Compensation for the cost of improperly provided services can be made only once a month for the past calendar month, regardless of the number of incidents this month. The method of compensation is negotiated individually.

- D. The Contractor guarantees the beginning of the provision of services within the terms specified in the Contract and when the Customer funds are credited to the Contractor's account in the presence of free equipment capable of ensuring the proper provision of services under the paid tariff. The beginning of the provision of services is the time when the Contractor provided the Customer with a password and registration information for the ordered service. The guarantee of the beginning of the provision of services does not apply to cases where delays in the installation of equipment and / or the inclusion of a service are related to the lack of all necessary Customer's data, incorrect payment, and also due to force majeure. In case of violation of the guarantee of the beginning of the provision of services, the Contractor will compensate the cost of improperly provided services in the amount of 50% of the installment fee, if any, taking into account all the discounts provided.
- E. The stated above guarantees and compensations are not provided if the inaccessibility of the service was directly or indirectly caused by:
1. reasons beyond the control of the Contractor, including but not limited to: changes in regulations, wars, armed conflicts, terrorism, fire, flood, epidemics, inaccessibility or disruption of telecommunications networks and equipment of third parties, traffic disturbances, network attacks or unauthorized access, failures of software developed by third parties, inability to receive supplies, electricity and other necessary to ensure the availability of resources;
 2. the inoperability of telecommunications networks outside the Contractor's area of responsibility;
 3. liquidation of emergency situations, which are caused by force majeure;
 4. malfunctions and peculiarities of the DNS system operation, which are beyond the direct control of the Contractor;
 5. actions of the Customer himself or his authorized individuals, including the use of software;
 6. software failures within the server, as ensuring the working capacity of this software is in the Customer's area of responsibility;
 7. directed DoS / DDoS-attacks and other similar impacts on the network of the Contractor;
 8. exceeding the resources provided by the Contractor for this service.

- F. This Agreement is secured, amended and terminated in accordance with the procedure established in the Contract.
- G. With the statements of this Agreement, all other obligations not expressly provided in the Contract or by the current legislation do not increase the obligations and guarantees of the Contractor.