



VDSCOM Ltd
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CONTRACT – PUBLIC OFFER

The unconditional acceptance (acceptance) of the terms of this Agreement - the public Offer (hereinafter referred to as the Offer) - is considered to be the Subscriber's implementation of implicit actions - registration in the accounting system from the Operator's WWW server.

The company VDSCOM Ltd is a trade brand "VDSCOM", registered in the US, 2093 PHILADELPHIA PIKE #5770 CLAYMONT, DE 19703, hereinafter referred to as the Contractor., Offers information and technical services on the Internet (hereinafter referred to as the Services) to any individual, hereinafter referred to as the "Customer" on the terms of this Offer.

TERMS AND DEFINITIONS

Subscriber – Individual or Legal entity

Provider – "VDSCOM" LLC

Client's Account – a set of web pages on the site of the performer, containing statistical information on the volume of services received and the current state of the Personal Account. In addition, on this page, the Customer subscribes to the provision of services, cancellation of them, and special notices of the Operator to the Customer may be posted. In case of suspension of the provision of services, the Personal Account remains accessible to the Customer via the Internet during the term of the Agreement.

Personal account – a counter on which advance payments of the Customer and amounts are recorded funds debited as payment for the Services. A personal account is automatically created upon registration of the Customer in the personal account.

Server – dedicated or virtual server

Suspension of service – temporary suspension of the provision of the service. For service "Server lease" is usually performed by disconnecting the server from the computer network or stopping its power supply.

1. THE SUBJECT OF THE AGREEMENT

1.1. The Provider undertakes to provide the Subscriber with computing environments on the global Internet (hereinafter referred to as the Services), in accordance with the current Regulations (see Appendix No. 1) and the Price List, and the Subscriber, in turn, undertakes to accept these services and pay.

1.2. All specified applications are integral parts of this Agreement.

1.3. Ordering services, changing them, disabling, as well as other actions, including technical

support are made in the Subscriber's Personal Account at <https://my.vdscom.ru>

1.4. For the purposes of this agreement, a computing environment means a software and hardware industrial IoT platform, which is a collection of software and hardware objects with a constant connection to the Internet, using various forms of virtualization and allowing you to host IoT services, as well as other services and applications. The integral elements of the Subscriber's custom computing environment may include, but are not limited to (if allowed by the Provider): domain connection, IP address connection, SSL encryption, program interfaces.

1.5. The provider has the right (while maintaining the guaranteed quality of services) to use the software and hardware complex that is in the process of testing and development in the provision of services.

2. OBLIGATIONS OF THE PARTIES

2.1. The provider undertakes:

2.1.1. Provide the Subscriber with the Services specified in the Agreement, 24 hours a day, every day without interruptions in accordance with the current Price List and Regulations, except for the necessary preventive and repair work, as well as the circumstances / factors provided for by Chapter 6 of this Agreement.

2.1.2. Provide advice on issues arising from the Subscriber in connection with the use of the Services.

2.1.3. Provide the Subscriber with access to the Personal Account;

2.1.4. Keep records of consumption and payment for Services by the Subscriber using their accounting devices;

2.1.5. Maintain the Subscriber's Personal Account, on which to timely reflect the receipts and withdrawals of funds in payment for the Services;

2.1.6. Timely warn the Subscriber about changes in the Price list and the Regulations for the provision of Services by publishing the relevant information on the Provider's website or by sending it to the Subscriber by e-mail. In case of disagreement with the new version of the documents, the Subscriber may terminate the Agreement in accordance with clause 11.4.

2.1.7. Maintain the confidentiality of the Subscriber's information received from him during registration in the Personal Account, as well as the content of private e-mail messages, with the exception of cases provided for by the current legislation of the Russian Federation and this Agreement;

2.1.8. To issue universal transfer documents for the provision of services (hereinafter – UPD), replacing acts of acceptance and invoices, for Subscribers – legal entities. Registration and sending of a package of documents is free of charge if the amount specified in the documents is more than 5,000 rubles. Otherwise, the Subscriber assumes the operating costs for processing the package of documents in the amount of 200 rubles per package. The parties agreed that when paying for the Services using electronic means of payment, FRTs are not issued and are not sent to the Subscriber.

2.2. The subscriber undertakes:

2.2.1. Prior to the conclusion of the Agreement, carefully read the Regulations and the Provider's Price List. By accepting this Agreement, the Subscriber confirms that he is familiar with and agrees with the Regulations and the Price List, that he understands all the conditions contained in the Regulations and the Price List.

2.2.2. Comply with all the requirements set forth in the Regulations during the entire term of this Agreement.

2.2.3. Register in your Personal Account.

2.2.4. Accept the Services provided by the Provider.

2.2.5. Monitor the status and timely replenishment of your Personal Account (hereinafter referred to as the Account), which takes into account all information about the Services and payments consumed, and timely pay for the Services provided by an advance payment in accordance with the Price List.

2.2.6. Periodically, but at least once a week, check for changes in the Appendices to the Agreement published on the Provider's website, as well as for other technological and organizational changes.

2.2.7. Send to the Provider a copy of the FRT received from him and signed on his part, no later than 10 (ten) calendar days from the date of its receipt. If there are objections to the FRTD, the Subscriber undertakes to inform the Provider about them by registered mail, no later than 15 (fifteen) calendar days from the date the Provider sends a letter with the text of the FRTD by e-mail. If motivated objections to the FRT are not received by the Provider within 30 (thirty) calendar days from the date of its sending by the Provider by e-mail, the Services provided to the Subscriber by the Provider are considered accepted in full.

3. COST OF SERVICES AND PAYMENT PROCEDURE

3.1. The cost of the Services under the Agreement is determined by the current Price List posted on the Provider's website, fixed in invoices for payment and UPD.

3.2. Payment for all Services provided to the Subscriber is made in US dollars or Russian rubles in advance to the account of the Provider. The minimum amount of prepayment and the list of services are established by the Price List. The minimum period for using the service, payable in advance, is 1 (one) month.

3.3. The Provider, in accordance with the current Price List, takes into account information about the Services used based on calculations in the Personal Account, as well as the Subscriber's payments on his Personal Account. The Provider provides the Subscriber with access to information about their Account.

3.4. In case of complete exhaustion of funds on the Account, the Provider has the right to suspend or terminate the provision of Services to the Subscriber.

3.5. The subscriber is responsible for the correctness of the payments made by them. If the Provider's bank details are changed, from the moment the new details are published in the corresponding section of the Personal Account, the Subscriber is solely responsible for payments made using outdated details.

3.6. Payment documents are drawn up with a mandatory link to the Subscriber's account number in accordance with the instructions in the Personal Account.

3.7. The fact of payment for the Services is considered confirmed after the receipt of information from the Bank about the crediting of funds to the Provider's current account. In case of payment for the Services by electronic payment systems, the fact of payment is the receipt of information from the payment system about the payment.

3.8. In order to automate payment for the Services, the Subscriber can use the Auto Payment function. Auto payment is configured by means of the Provider's Personal Account and by means of payment systems, with the help of which the automatic payment is made. By setting up the Auto Payment function, the Subscriber agrees that all payments made automatically are performed with their knowledge and at their direction.

3.9. For each incident identified by the Provider as a violation of the rules and regulations for using the Services set forth in this agreement, its Appendices and Supplements, the Subscriber is subject to a fine of 1000 rubles. The fine is payable in all cases, including those in which the Subscriber did not know that such actions were prohibited, the actions that led to the violation were carried out by third parties without the Subscriber's knowledge, the Subscriber took all actions to prevent such violations in the future.

4. TERMINATION OF ACCESS TO THE SERVICE

4.1. The Provider may terminate the provision of the Services to the Subscriber, or terminate the contractual relationship with the Subscriber unilaterally, with the simultaneous sending of a written or electronic notification regarding the Services or any additional Service within the framework of the main Service if the Subscriber is involved in actions that violate the rules and regulations of use The service set forth in this Agreement, its Appendices and Supplements.

4.2. In case of repeated or malicious violation by the Subscriber of the Regulations for the provision of the Services, the Provider has the right to terminate the provision of the Services without warning.

4.3. In case of early termination of the provision of the Services in accordance with this Agreement, a refund is made minus the amounts paid for the Services for every full 30 days that the Subscriber has used since the conclusion of the agreement, as well as the bank commission when receiving / returning funds.

4.4. Upon termination of the provision of the Services, its part and any additional Service within the framework of the main Service on the basis of clauses 4.1., 4.2. of this Agreement, the subscription fee is not refundable and not compensated.

4.5. Upon termination of the provision of the Services, the Provider is not responsible for notifying or non-notification of any third parties about the deprivation of the Subscriber's access and for possible consequences resulting from such a warning or its absence.

4.6. If the Subscriber has not made timely payment for the Services under this agreement, the Provider suspends the provision of Services to the Subscriber for a period not exceeding **2 days**. After **2 days** passed from the moment of suspension of the provision of the Services, if the Subscriber does not will pay off the existing debt, the Provider removes the Subscriber's computing environment. From the moment the Services are suspended under this Agreement due to non-payment (incomplete payment) of their cost and until the Subscriber's computing environment is removed or the Services are resumed, the Subscriber undertakes to pay the Provider an amount equal to the cost of providing the Services for the same period.

4.7. If the Subscriber has not eliminated the violation established by the Provider and stipulated by the Terms of Service, the Provider shall suspend the provision of Services to the Subscriber for a period not exceeding 3 days. After 3 days from the moment of suspension of the provision of the Services due to a violation, the Provider has the right to delete the Subscriber's computing environment without the possibility of restoration.

5. LIMITATION OF LIABILITY

5.1. The Provider, observing the relevant Regulations, does not guarantee the absolute uninterrupted or error-free Services, and does not guarantee that the

by third parties, the software or any other materials used to provide the Services are absolutely protected from computer viruses and other harmful components.

5.2. The Provider is not responsible for lost profits and any indirect losses incurred by the Subscriber during the period of using or not using the Provider's Services / Works (full or partial). The Provider is liable for damage caused to the Subscriber as a result of the use or non-use of the Provider's Services / Works (full or partial), only if the Provider's fault is proven, in an amount proportional to the share of the subscription fee for the downtime period, minus the bank fees when receiving / refunding funds.

5.3. The Provider is not responsible for the quality of public communication channels through which the Services are accessed.

5.4. The Subscriber assumes full responsibility and all risks associated with the use of the Internet through the resources and / or Services of the Provider.

5.5. The Provider is not responsible for notifying any third parties about the deprivation of the Subscriber's access and for the possible consequences resulting from the absence of such a warning.

5.6. The Subscriber agrees to release the Provider from liability for claims of third parties who have signed Agreements with the Subscriber for the provision of Services, which are partially or completely rendered by the Subscriber using the Provider's Services.

5.7. The Provider, under no circumstances shall be liable to the Subscriber for indirect losses. Consequential loss includes, but is not limited to: loss of income, profits, expected savings, business activity or reputation.

5.8. In the event that any clause of this Agreement turns out to be not subject to literal execution, it shall be interpreted in accordance with the current legislation, taking into account the initial interests of the Parties, while the remainder of the Agreement continues to operate in full. Failure of the Provider to fulfill any clause of this Agreement does not mean a refusal to comply with this clause. The established practice of behavior of the Parties, or the practice of rendering similar Services cannot be the reason for changing the provisions of this Agreement.

5.9. In the event of unresolved claims between the Parties, each of them can defend their violated rights in the manner prescribed by the legislation of the Russian Federation.

6. FORCE MAJEURE

6.1. The parties are released from liability for partial or complete failure to fulfill obligations under this Agreement caused by force majeure circumstances that arose after its conclusion. Such circumstances, in particular, include: accidents resulting in violation of the Provider's network integrity; disconnection of power supply to the active equipment of the Provider's network; natural disasters; natural and industrial disasters; Act of terrorism; hostilities; civil unrest; adoption by state authorities or local authorities of acts containing prohibitions or restrictions on the activities of the Parties under this Agreement; other circumstances that cannot be foreseen or prevented in advance and make it impossible to fulfill the obligations of the Parties under the Agreement.

6.2. In the event of force majeure circumstances that prevent the fulfillment of obligations under this Agreement, the period for the Parties to fulfill such obligations is postponed in proportion to the duration of such circumstances, as well as the time required to eliminate their consequences, but not more than 60 (sixty) calendar days. In the event that the force majeure circumstances continue to operate for more than the specified period, or when, upon their occurrence, it becomes obvious to both Parties that they will operate for more than this period, the Parties undertake to discuss the possibilities of alternative methods for the execution of this Agreement or its termination without compensation for losses. In this case, the Provider undertakes to return the unused funds under the Agreement to the Subscriber.

7. CONFIDENTIAL INFORMATION

7.1. The Parties undertake, without mutual consent, not to transfer (not disclose) to third parties commercial and organizational and technological information that is secret for any of the Parties (hereinafter – "Confidential Information") in cases where:

7.1.1. There is no free access to such information on a legal basis;

7.1.2. Such information has actual or potential value due to its unknown to third parties.

7.2. The Party, by virtue of the Agreement, who possesses such information, takes appropriate measures to ensure its confidentiality.

7.3. Confidential information is subject to protection during the entire term of the Agreement.

7.4. If the Subscriber is an individual, then in accordance with Art. 6 of the Federal Law "On Personal Data" No. 152–FL dated July 27, 2006 for the period of the conclusion of this Agreement, the Subscriber agrees to the processing of his personal data by the Provider,

namely: full name, passport data, address of the place of registration / location, telephone / fax number, e-mail address.

7.5. The Provider has the right to process the specified personal data in order to ensure the validity of this Agreement, including the provision of information and reference services for the Subscriber. The processing of personal data means actions related to personal data, namely: collection, storage, systematization, accumulation, clarification, use, depersonalization, blocking and destruction.

7.6. By accepting the terms of this Agreement, the Subscriber expresses his consent to the storage and processing of personal data by the Provider in order to execute the Agreement.

7.7. The Subscriber agrees to the transfer of his personal data as part of the execution of this Agreement to the Provider to third parties of the information specified in Art. 53 "On Communication" No. 126-FL dated July 07, 2003.

8. PROCEDURE FOR RESOLVING CLAIMS AND DISPUTES

8.1. The Subscriber's claims for the Services provided are accepted and considered by the Provider only in writing and in the manner prescribed by the current legislation of the Russian Federation.

8.2. If no agreement is reached between the Parties in the negotiations, the dispute arising from this Agreement shall be considered in the Arbitration Court (if the Subscriber is a legal entity), or in a court of general jurisdiction at the location of the Provider (if the Subscriber is an individual).

8.3. To resolve technical issues when determining the Subscriber's guilt as a result of his illegal actions when using the Internet, the Provider has the right to independently engage competent organizations as experts. In case of establishing the fault of the Subscriber, the latter is obliged to reimburse the costs of the examination.

9. OTHER CONDITIONS

9.1. By this Agreement, the Parties have established that the actions of the Subscriber (his authorized representative) performed in the Personal Account accordingly change the rights and obligations of the Parties and the conditions established by this Agreement. Until the Subscriber provides information about the change in the authorized person who has the right to act in the Personal Account, the specified person is recognized as the proper representative of the Subscriber. Information from the Personal Account in writing, certified by the Provider, is a proper proof of changes in the terms of the Agreement. All notifications sent through the Personal Account are recognized by the parties as made in a simple written form.

9.2. The Provider has the right to disclose information about the Subscriber only in accordance with the legislation of the Russian Federation and this Agreement.

9.3. In the event of claims on the use of the computing environment (including its content) of the Subscriber, the latter consents to the disclosure by the Provider of the Subscriber's personal data to a third party for the purpose of resolving the dispute directly between the Subscriber and the third party.

9.4. The Provider has the right to change the terms of this Agreement unilaterally. The effective date of changes is the date of their publication on the Provider's website. In this case, the Subscriber has the right to terminate this Agreement. In the absence of a written notification from the Subscriber within 10 (ten) days, the changes are considered accepted by the Subscriber.

9.5. In order to optimize the management of the computing environment, the Subscriber trusts the Provider to perform actions with domain names on his behalf, such as transferring domain names for maintenance to another registrar.

9.6. The parties agree that the Provider has the right to use anonymized statistics on the use of computing environments, error reports, any other technical information about the functioning of computing environments for scientific and research purposes, in order to improve the quality of services.

9.7. The Provider has the right to transfer its rights and obligations under this Agreement to third parties by notifying the Subscriber by publishing advisory information on the website or by notification sent through the Personal Account. In this case, the Subscriber has the right to terminate this Agreement. The absence of a written notice from the Subscriber about termination of the Agreement within 10 (ten) days is recognized as his consent to the transfer of rights and obligations.

10. THE MOMENT OF CONCLUSION OF THE AGREEMENT. PERIOD OF ITS VALIDITY.

10.1. The Agreement comes into force from the moment the Subscriber accepts its terms (acceptance of the offer), in the manner prescribed by this Agreement, and is valid until the end of the paid period.

10.2. The term of the Agreement is automatically extended for the next paid period, if none of the Parties has declared its intention to terminate the provision of the Services at least 7 (seven) days before the end of the paid period in writing. At the same time, the Provider has the right to send such a statement in electronic form via e-mail to the Subscriber's address and / or in the Personal Account.

10.3. Automatic renewal of the Agreement is established indefinitely.

10.4. This Agreement extends its effect to the relations of the Parties from the moment of registration of the Subscriber in the Personal Account.

11. PROCEDURE FOR AMENDMENT AND TERMINATION OF THE AGREEMENT

11.1. The contract can be changed by agreement of the Parties.

11.2. The Provider may periodically change this Agreement, its Appendices and Supplements, the current tariffs, introduce new Appendices and Supplements to this Agreement, publishing notifications of such changes on the Provider's official website at least 10 days before the changes come into force. Continued use of the Service after notification will be considered as consent to the changes and additions made.

11.3. The Agreement may be terminated at any time by agreement of the Parties.

11.4. The Subscriber has the right at any time to unilaterally refuse the Provider's Services (including in case of disagreement with the new edition of the agreement), provided that the Provider is reimbursed for the actual costs incurred until the termination.

11.5. In case of early termination of the provision of the Services to the Subscriber, upon his application, the unused funds are returned, except for the cases provided for in this Agreement and its Appendices. In this case, the refund is made only by bank transfer. The funds are returned using the same payment system with which the payment was made. In the absence of such an opportunity, or if such a method appears to the Parties or one of the Parties inappropriate, the method of refunding funds is determined by agreement of the parties. Refunds are not transferred to a third party at the Subscriber's request.

11.6. Upon termination of the agreement in case of facts of violation by the Subscriber of the terms of the Regulations, the Provider does not refund the amount of money paid by the Subscriber for the provision of the Services under this Agreement.

11.7. An application for the return of unused funds is drawn up in accordance with the Sample, which can be obtained in the Personal Account. The application must be accompanied by a copy of the Applicant's passport (if the Applicant is an individual), or the document on the basis of which the Applicant is acting (if the Applicant is a legal entity).

11.8. The entire amount of unused funds is subject to refund, except for funds associated with operating costs for processing the return procedure (20% of the available amount + 150 rubles).

11.9. The maximum refund period after the client submits all the necessary documents is 10 working days.

11.10. On all issues not regulated in this Agreement, the Parties are guided by the current legislation of the Russian Federation.



Continuation of the offer agreement dated 01.11.2021
Approved by: Management of VDSCOM Ltd

Appendix No. 1 to the contract

REGULATIONS for the provision of services

1. GENERAL PROVISIONS

- 1.1. In order to verify compliance with security requirements, the Provider reserves the right to periodically scan files posted by the Subscriber on the Provider's web server.
- 1.2. Official messages for Subscribers are posted on the official website of the Provider and / or sent by e-mail.
- 1.3. The Provider's services can only be used for lawful purposes.

2. RESTRICTIONS ON USE OF SERVICES

The Subscriber is prohibited from using the provided Services for the following purposes:

The publication or distribution of any information or software that contains computer viruses or other components equated to them.

Taking actions aimed at sending, publishing, transmitting, reproducing, providing or in any way using for commercial purposes information, software or other materials, in whole or in part, obtained through the Services (unless this is expressly permitted by the owner of such information, software or other products) subject to the written request of the owner of such information on the limitation of the listed actions.

Taking actions aimed at sending, publishing, transmitting, reproducing or distributing in any way software or other materials obtained through the Services, in whole or in part, protected by copyright or other rights, without the permission of the owner, as well as sending, publishing, transmitting or distribute in any way any component of the Services provided or works created on its basis, since the Services themselves are also subject to copyright and other rights, subject to a written request from the owner of such rights to limit the listed actions.

Publication or dissemination of any information that contradicts the current Russian or international law. In particular, this applies to pornographic images that contradict Article 242 of the Criminal Code of the Russian Federation. Due to the lack of legally established methods for determining whether a particular image is pornographic, the Provider reserves the right to do so.

Conducting the mailing of electronic messages of a commercial and other nature, not previously agreed (not requested) with its recipient, and / or violating the Rules of using the network, adopted by the working group of the Open Forum of Internet Service Providers (<http://ofisp.org/documents/ofisp-008.html>). Mailing is understood as a mass mailing of several emails to multiple recipients, as well as multiple mailings to one recipient, as well as the use of details (web pages, e-mail) provided by the Provider as part of the Services for similar mailings made through another provider. Messages are understood as messages of e-mail, ICQ and other similar means of personal exchange of information. It is also prohibited to use the services to host sites advertised by mailings,

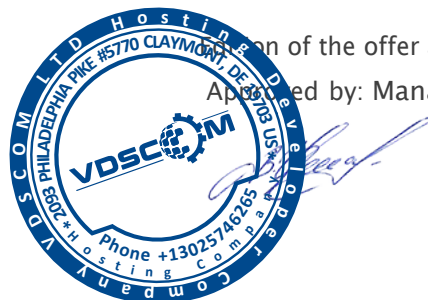
Restrict the operation of the Agent License on virtual servers (VDS) with the Windows operating system, as well as use any non-commercial or trial products from Microsoft.

3. TERMINATION OF SERVICE

3.1. The provider has the right to suspend or delete any website, account, database or other server component if it does not comply with these rules.

3.2. The provider reserves the right to suspend any account if it unreasonably overloads the server's computing resources.

3.3. The Provider has the right to terminate the provision of the Services to the Subscriber and terminate the Agreement in the event that the Subscriber has violated at least one clause of the Regulations for the provision of the Services. In this case, the remainder of the unused funds from the Subscriber's account will not be returned.



Approval of the offer agreement dated 01.11.2021
Approved by: Management of VDSCOM Ltd