



## Agreement for the Provision of Access to Amazon Web Services

This agreement (the "Agreement") constitutes a part of the Contract for the Provision of Communication Services (the "Contract").

### 1 Service Description

1.1. Under this Agreement, **Executor** shall provide **Customer** access to services provided by Amazon Web Services (the "AWS Services") and the option to use such services as they deem fit or to provide such services to third parties as part of **Customer's** solutions (offerings), which include (combine) AWS Services and **Customer's** products and/or services, and **Customer** must accept and pay for services provided by **Executor**.

1.2. The services that **Executor** provides **Customer** under this Agreement include the preparation, organization, and provision of access to AWS Services; access to an AWS Portal (<http://aws.amazon.com>) account (the creation, activation, or transfer and configuration of such account); access to AWS Services available and provided at the AWS Portal; as well as technical support for **Customer's** AWS Portal account. The list of available AWS Services is determined by AWS, is given in the Appendix to this Agreement, and may be changed by AWS at any time by updating the relevant information at the AWS Portal. AWS Service costs are determined by AWS, are available at the AWS Portal, and may be changed by AWS at any time by updating the relevant information at the AWS Portal.

1.3. **Customer** shall use the AWS Services made available to **Customer** under their AWS Portal account and services provided by **Executor** pursuant to the terms and conditions established by AWS, including the AWS Services License Terms given in the Appendix to this Agreement, including the AWS Services Terms and Conditions, AWS Services Proper Use Policies, AWS Portal Use Policies, AWS Services Advertising Policies, and any other regulations or policies given in the AWS Services License Terms and aforementioned policies (the "AWS Policies"). The latest version of the policies and terms that are referenced in this paragraph and applicable to AWS Services are available the AWS Portal. AWS may change, replace, or amend such policies and terms by publishing such changes, replacements, or amendments at the AWS Portal.

1.4. **Customer** shall use AWS Services and services provided by **Executor** in order to provide third-party users, who are located within Russia and member countries of the Eurasian Economic Zone, services built on AWS Services in accordance with AWS Policies. If AWS changes the list of countries where AWS Services may be used, including by removing certain countries, regions, or oblasts from its list of permitted countries, **Customer** shall suspend the use of new services built on AWS Services for users in newly excluded territories.

1.5. **Customer** hereby confirms that they shall observe all terms and conditions of the AWS Policies for the effective period of this Contract and for the duration of their use of the AWS Services.

## 2 Payment

2.1. To determine the monthly amount due for accessing AWS Services for the fiscal month, the Parties shall refer to data provided by AWS on **Customer's** use of AWS Services. Within 5 (five) business days following the close of the fiscal month, **Executor** shall publish information regarding the amount due for accessing AWS Services for the fiscal month in the Control Panel at <https://my.selectel.ru>.

2.2. Pricing information for accessing AWS Services is calculated pursuant to the billing policies adopted by AWS and based on the AWS price list for AWS Services in effect for the relevant fiscal month.

Service costs include technical support, which is calculated at 10% the service cost for accessing AWS Services for the relevant fiscal month.

Prices for services provided under this Agreement shall increase by the VAT rate set out in par. 3 art. 164 of the Tax Code of Russia.

Prices for services provided under this Agreement are established in Russian Rubles and calculated at the USD exchange rate established by the Central Bank of Russia +1.5% on the final date of the fiscal month.

2.3. Within 15 (fifteen) business days of the expiration of the relevant fiscal month, **Customer** shall pay the service amount due for accessing AWS Services by withdrawing appropriate funds from their Personal Account (as defined in the Contract).

2.4. Money is deposited to the Personal Account by transferring funds to **Executor's** settlement account. Bank payments (wire transfer) are verified when relevant information is received from **Executor's** bank, which serves as the grounds for depositing funds to **Customer's** Personal Account.

2.5. **Customer** shall deposit funds to their Personal Account in accordance with the automatically generated bill in the Control Panel at <https://my.selectel.ru>.

2.6. **Customer's** obligation to pay for **Executor's** services shall be considered fulfilled when relevant funds are withdrawn from **Customer's** Personal Account for the provision of the relevant services.

2.7. Within the first 5 (five) business days of the start of the calendar month following the month, during which funds were withdrawn from the Personal Account, **Executor** shall post a copy of the relevant invoice and service report or UTD (universal transfer document) at <https://my.selectel.ru/balance/documents>.

2.8. Services under each service report or UTD are considered provided by **Executor** and fully accepted by **Customer**, provided that **Customer** does not voice any objection within 5 (five) business days of the publication date of the relevant service report or UTD in the Control Panel <https://my.selectel.ru>.

## 3 Provision of Services

3.1. When access is initially provided to AWS Services, **Executor** shall create **Customer's** AWS Portal account and provide them the login information required for accessing AWS Services with the relevant account in the proper format or form established by AWS and used by the AWS identification and access management system. **Customer**

must provide genuine, accurate, and complete information, including the e-mail address of the system administrator and any other contacts who may be sent data, notifications, or information relating to the AWS Portal account and AWS Services.

If **Customer** already has an active AWS Portal account, **Customer** shall perform the actions required and give **Executor** the information necessary to transfer **Customer's** account and attach it to **Executor's** account.

3.2. Within 30 (thirty) days of the Parties entering into this Agreement, **Executor** shall send **Customer's** login information for **Customer's** new AWS Portal account or confirmation of the transfer and attachment of **Customer's** AWS Portal account to **Executor's** account, as provided for in par. 3.1 of this Agreement, to **Customer's** e-mail address (as provided by **Customer** in the Control Panel <https://my.selectel.ru>).

3.3. Parties recognize that the fact that **Executor** sends a message containing **Customer's** login information for **Customer's** new AWS Portal account or confirmation of the transfer/attachment of **Customer's** AWS Portal account to **Executor's** account to **Customer's** e-mail address (as provided by **Customer**), as provided for in par. 3.2 of this Agreement, shall serve as appropriate confirmation that the provision of services under this Agreement has commenced.

3.4. **Customer** shall independently start and stop using and configure available AWS Services.

3.5. Upon **Customer's** request, additional AWS Portal accounts may be created for **Customer**. **Customer** shall independently generate user accounts, including additional accounts, under their AWS Portal account and provide authorized individuals access to configure and activate AWS Services. **Customer** recognizes that all use of AWS Services by accounts created and attached to **Customer** constitutes **Customer's** AWS Service use and requires direct payment by **Customer**. **Customer** is fully liable for all actions performed in connection with the access and use of AWS Services by individuals to whom **Customer** provides AWS Portal user account login information.

3.6. **Executor** provides services under this Agreement as of the service start date with no termination date, provided that this Agreement remains in effect and **Customer** observes AWS Policies, including making appropriate payment for the services provided. Services and access to AWS Services may be suspended (limited) and (or) terminated by **Executor** if **Customer** fails to make appropriate payment to **Executor** or if the Agreement is voided in accordance with the process provided for in this Agreement, including by **Executor** for convenience or by AWS on any grounds set forth in the AWS Policies, including **Customer's** failure to comply with AWS Policies.

3.7. Every month, **Executor** shall prepare and provide **Customer** an electronic AWS Services Usage Report (the "Report") for the expired fiscal month within 5 (five) calendar days of the expiration of each calendar month starting from the service start date (the month when access is granted to the AWS Portal pursuant to par. 3.2 of this Agreement). **Executor** shall prepare the Report upon **Customer's** request, submitted via Ticket System in the Control Panel <https://my.selectel.ru>. **Executor** shall send **Customer** the generated Report over Ticket System or to **Customer's** e-mail address (provided by **Customer** in their request).

The Report is drafted in the form (format) applicable to AWS' automatic accounting system. The Report includes data about the total usage of AWS Services from **Customer's** AWS Portal account, including additional accounts created in the AWS Portal for **Customer**, during the fiscal period. The Report includes the names of services, quantities relevant to billing policies, etc.

The Parties have determined and recognize that information and data fixed and contained in the AWS accounting system, including the date and time AWS Service usage starts and ends, names and scope of AWS Service usage, etc., is final and has been properly confirmed by the facts and information attributed to it.

#### 4 Additional Terms and Conditions

4.1. In accordance with par. 1.3 of this Agreement, when **Customer** uses AWS Services and provides services built on AWS Services to third parties, **Customer** must comply with the effective AWS Policies and monitor and to the maximum extent possible ensure that users comply with such Policies, including by adding such legally binding obligations to **Customer's** service contracts with users. **Customer** hereby confirms that they have familiarized themselves with all Conditions, Policies, and Regulations, which constitute the AWS Policies and apply to AWS Services, and agree to comply therewith. **Customer** shall indicate on their site and (or) service (solution) descriptions that the services (solutions) were created (operate) using AWS Services. Such indications should be made in compliance with the AWS Trademark Guidelines.

4.2. **Customer** may provide services based on AWS Services, or such services may provide access to AWS Services, to third parties connected with the government and public sectors only if additional permission is received from AWS and provided that additional requirements for the use of AWS Services by third parties connected with the government and public sectors are observed and met.

4.3. When using AWS Services, **Customer** must at their own expense and effort observe all applicable laws, including those pertaining to **Customer's** materials, data, and other content, as well as those of other entities receiving services from **Customer**, which are hosted or used as part of the AWS Services, as well as personal data processing laws. **Customer's** materials, data, and other content, which violate such applicable laws and (or) AWS Policies, may be deleted by AWS without prior notice to the **Customer**.

4.4. The resources available to **Customer's** AWS Portal account as technical support and AWS Services correspond to the "For Business" plan set by AWS.

4.5. **Customer** additionally has the option of obtaining a fixed scope of certain AWS Services for a fixed term. In this case, such AWS Services and their cost will be reflected in the Report and Certificate of Completion for the calendar month, during which they were ordered by the **Customer**. The provision of such AWS Services must be paid in full for the full scope and term of their use pursuant to the period set out in par. 2.4 of this Agreement. Such AWS Services shall not be subject to cancellation, nor shall payment be subject to cancellation or refund.

4.6. **Executor** guarantees **Customer** that they shall not access **Customer's** data used by **Customer** while using AWS Services, except to suspend, terminate, and (or) delete **Customer's** account in the AWS Portal pursuant to the procedure and grounds provided for in this Agreement and (or) AWS Policies.

4.7. In performing their business activities, **Customer** must comply with the AWS Code of Business Conduct and Ethics, anti-corruption policies, and export limits established by AWS and must not perform or participate in any illegal activities or activities that damage the reputation of AWS and AWS Services.

#### 5 Party Liabilities

5.1. If **Customer** violates the AWS Policies provided for in par. 1.3 (or) the terms provided for in par. 4 of this Agreement, **Executor** shall be entitled to request **Customer** immediately remove such violations, and **Executor** shall also be entitled to suspend and (or) terminate the services under this Agreement and take measures to void (delete) Customer's AWS Portal account. Additionally, **Customer** guarantees to indemnify **Executor** for all expenses and charges incurred, including fines and other liabilities, which may be imposed on **Executor**, including by AWS, in relation to violations of such terms and conditions of this Agreement by **Customer** or the users of their services.

5.2. If **Customer** fails to make a timely payment for services, **Customer** shall pay a penalty in accordance with Executor's written demand at 0.2% (two-tenths percent) the outstanding amount for every day the payment is overdue.

Additionally, if a service payment is not made in a timely fashion, **Executor** shall be entitled to limit **Customer's** access to their AWS Portal account and (or) limit their ability to use new AWS Services until such outstanding amount has been paid.

If **Customer's** payment for services is over 10 (ten) days overdue, **Executor** is entitled to unilaterally and extrajudicially suspend and terminate access to all (or some, at **Executor's** discretion) active and operational AWS Services in addition to the measures provided for in paragraphs 1 and 2 of this point. **Executor** shall notify **Customer** that they have terminated (restricted) access to AWS Services 1 (one) day in advance of such termination by sending notification via Ticket System in the Control Panel <https://my.selectel.ru> or to the e-mail address provided by **Customer** in the Control Panel <https://my.selectel.ru>. Such termination of access does not release **Customer** from their obligation to pay for the actual scope of AWS Services used and technical assistance active for the time, during which AWS Services were used. In this case, **Executor** shall not be liable to **Customer** and shall not compensate **Customer** for damages related to such termination of AWS Services, including any damages resulting in claims brought against **Customer** by their counteragents (users).

5.3. The imposition of liabilities does not release either Party of this Agreement from the full and appropriate performance of their obligations.

## 6 Effective Period

6.1. This Agreement comes into effect as soon as it is executed by **Customer** and remains in effect until it is terminated pursuant to the terms and conditions of the Contract or the effective legislation of the Russian Federation.

6.2. Parties are entitled to terminate the Agreement under the following circumstances:

— **Customer** may terminate the Contract for convenience by sending written notification to **Executor** at least 45 (forty-five) calendar days prior to the proposed termination;

— If either Party is in material violation of this Agreement or Contract. Any violation committed by Customer is considered a material violation, and **Executor** is entitled to extrajudicially terminate the services and (or) this Agreement in any of the following cases: 1) violation of the payment term by at least 10 (ten) days, 2) failure to fulfill any terms or conditions provided for in par. 4 of this Agreement;

— the market exit, liquidation, or (declaration of) bankruptcy of either Party.

6.3. For situations not provided for hereunder, this Agreement may be terminated only upon the bilateral decision of the Parties or through court proceedings.

6.4. If this Agreement is terminated for convenience by the **Customer**, **Customer** must pay **Executor** for the full scope of AWS Services used and technical assistance active for the time, during which AWS Services were used.

6.5. If the Parties do not terminate this Agreement amicably, the guilty Party shall not be released from paying the penalties/fines provided for in clause 5 of this Agreement.

## **7 Miscellaneous**

7.1. All Appendices to this Agreement constitute an integral part of this Agreement. Unless otherwise provided for, all amendments and changes to this Agreement shall only be effective if they are executed in writing pursuant to procedures established by Russian law.

# Appendix 1 to the Agreement for the Provision of Access to Amazon Web Services

This Appendix (the "Appendix") constitutes a part of the agreement for the Provision of Access to Amazon Web Services (the "Agreement").

1. The following License Terms apply to the AWS Services, which **Customer** must observe while using the AWS Services:

AWS Reseller Customer License Terms. Last Updated: November 30, 2017, and available at <https://s3-us-west-2.amazonaws.com/legal-reseller/AWS+Reseller+Customer+License+Terms.pdf>.

**Customer** confirms that they have read and agree to observe the aforementioned License Terms.

2. AWS is entitled to change the given License Terms by publishing a new version to the AWS Portal at <https://s3-us-west-2.amazonaws.com/legal-reseller/AWS+Reseller+Customer+License+Terms.pdf>. **Customer** shall observe the effective version of the given License Terms. **Executor** shall make reasonable efforts to notify **Customer** in advance of any changes to the given License Terms. **Customer** recognizes and agrees that Amazon Web Services, including its affiliate entities, has the right to directly demand **Customer** perform and observe the given License Terms, as well as to exercise relevant rights provided for by such License Terms.

# APPENDIX 2 to the Agreement for the Provision of Access to Amazon Web Services

This Appendix (the "Appendix") constitutes a part of the agreement for the Provision of Access to Amazon Web Services (the "Agreement").

1. Within the framework of services which Executor may provide Customer, the following AWS Services are available:

- Amazon API Gateway
- Amazon Appstream
- AWS CloudFormation
- Amazon CloudFront
- Amazon CloudSearch
- Amazon CloudTrail
- Amazon CloudWatch
- AWS CodeCommit
- AWS CodeDeploy
- AWS CodePipeline
- Amazon Cognito
- AWS Config
- AWS Data Pipeline
- AWS Device Farm
- AWS Direct Connect
- AWS Directory Service
- AWS Data Transfer
- Amazon DynamoDB
- AWS Elastic Beanstalk
- Amazon Elastic Block Store (EBS)
- Amazon Elastic Compute Cloud (EC2)
- Amazon Elastic Compute Cloud (EC2) Container Registry
- Amazon Elastic Compute Cloud (EC2) Container Service
- Amazon Elastic MapReduce (EMR)
- Amazon Elasticsearch Service
- Amazon Elastic Transcoder
- Amazon ElastiCache
- Amazon Glacier
- AWS Import/Export
- AWS IoT
- AWS Key Management Service
- Amazon Kinesis
- Amazon Kinesis Analytics
- Amazon Kinesis Firehose
- AWS Lambda
- Amazon Lex
- Amazon LightSail

Amazon Mobile Analytics  
Amazon Machine Learning  
AWS OpsWorks  
Amazon Polly  
Amazon Redshift  
Amazon Rekognition  
Amazon Relational Database Service (RDS)  
Amazon Route 53  
AWS Service Catalog  
Amazon Simple Email Service (SES)  
Amazon Simple Notification Service (SNS)  
Amazon Simple Queue Service (SQS)  
Amazon Simple Storage Service (S3)  
Amazon Simple Workflow Service (SWF)  
Amazon SimpleDB  
AWS Storage Gateway  
Amazon Virtual Private Cloud (VPC)  
Amazon WorkMail  
Amazon Workspaces  
Amazon Zocalo  
Auto Scaling  
Elastic Load Balancing  
AWS WAF

2. The aforementioned list of available AWS Services is considered up-to-date as of 28.08.2018. AWS is entitled to change the list of available AWS Services by publishing a new version at the AWS Portal (<http://aws.amazon.com>). Executor shall make reasonable efforts to notify Customer in advance of any changes to the given list.