

## AGREEMENT ON THE PROVISION OF CLOUD SERVICES

### 1. TERMS AND DEFINITIONS

#### General Terms

1.1. **Data** – any information and materials, including but not limited to, protected results of intellectual activity and means of individualization as defined in Article 1100 of the Civil Code of the Republic of Armenia and other applicable legal norms, confidential information, personal data and any other materials and information.

1.2. **Order** – a set of quantitative and qualitative parameters of Cloud Services formed by the User in accordance with Section 4 of the Agreement, including but not limited to, technical specifications of the Cloud Service, its cost, pricing terms and other conditions.

1.3. **Identification** – the procedure for establishing and verifying information about the User.

1.4. **Cloud Service, Services** – services provided by Viva and/or its Partners, including Software Services, available for ordering and/or management through the Sales Representative of Viva as a standalone product, as well as other services provided by Viva to the User under the Agreement. The terms of provision of the Cloud Service are defined by the Agreement, the Applicable Agreements and the Order.

1.5. **Service Period** – the period from the first to the last day (inclusive) of each calendar month (time zone for determining the start and end of the calendar day: UTC+4:00). The first Service Period is defined as the period from the date the Cloud Service is first used until the last day of the month in which the use of the respective Cloud Service or the Service began.

1.6. **Partner** – a third party engaged by Viva to provide the Cloud Service to the User.

1.7. **User** – a physical entity (including individual entrepreneur) or a legal entity that has accepted the terms of the Applicable Agreements and is ordering the Cloud Service of Viva.

1.8. **Representative** – a person authorized by the User to act on its behalf in signing the Agreement, creating a Payment Account, placing Orders, and/or performing other necessary actions.

1.9. **Software Service** – a service provided by Viva that grants remote access to computer programs (hereinafter also referred to in the Agreement as “Software”) of virtual machines and/or databases owned by third parties, installed on a Virtual Machine via the Internet. This access enables the display, download, installation, launch, access, deletion, or use of the software for its intended purpose, or interact with the software in any other direct or indirect manner, without installing it on the User’s devices.

1.10. **Website** – the Viva website available at the following address: [cloud.Viva.am](https://cloud.Viva.am).

1.11. **Parties** – collectively, Viva and the User.

1.12. **Viva** – Viva Armenia CJSC.

---

In the Special Terms of the Cloud Services and on the Website, the term “Service Period” may also be referred to as the “Reporting Period”: these terms shall have the same meaning.

### **Special Terms**

1.13. **Virtual Machine** – an isolated software-hardware system deployed on Viva’s infrastructure (a set of Virtual Processors, Virtual Memory and Virtual Disk resources), hosted on Viva’s infrastructure, emulating hardware and intended for remote data processing.

1.14. **Virtual Memory (RAM)** – the volatile part of computer memory that temporarily stores data and instructions needed by the processor to perform operations, and is capable of operating in an isolated environment.

1.15. **Virtual Network** – a private data transmission network between the User’s Virtual Machines, built using the IP protocol (the inter-network protocol for data transmission).

1.16. **Virtual Data Center** – a set of computing resources (Virtual Memory (RAM), Virtual Disk Space and Virtual Networks) intended for the creation and operation of the User’s Virtual Machines.

1.17. **Virtual Disk** – a set of Viva’s data storage resources capable of operating in isolated environments (may also be referred to as SSD).

1.18. **Virtual Processor (vCPU)** – a part of the processing power of Viva’s Cloud infrastructure allocated to a Virtual Machine running under the User’s operating system.

1.19. **Data Center (DC)** – specialized facilities housing Viva’s server and network equipment and data storage systems, based on which Cloud Services are provided.

1.20. **Virtual Network Gateway** – a hardware router or software used to interface between computer networks operating on different protocols.

## **2. SUBJECT OF THE AGREEMENT**

2.1. The Agreement is a framework contract for all Cloud Services, establishing the general terms of their provision and governing all relations between the Parties arising from the testing, ordering, use and termination of use of the Cloud Services. The description of the functionality and availability level of a specific Cloud Service, as well as any additional terms of its provision, are defined in the Special Terms of Provision of the Cloud Services. The selected parameters (configuration) of the Cloud Service and its cost are specified in the Order.

2.2. Before entering into the Agreement, the User is required to review the following documents:

- Special Terms of Cloud Services;
- Service Level Agreement;
- Technical Support Service Guide.

By concluding the Agreement, the User also accepts the terms of the documents listed under the present clause (Applicable Agreements).

2.3. For the provision of cloud services, Viva has the right to engage third parties.

### **3. CONCLUSION OF THE AGREEMENT**

3.1. To conclude the Agreement, the User, including through their Representative, accepts all the terms thereof by one of the following methods:

3.1.1. By creating a Payment Account in the manner provided by the User Agreement,

3.1.2. By signing the Order agreed with Viva in accordance with Section 4 of this document.

3.2. Actions specified in clause 3.1. of the Agreement, carried out by a person,

- with whom Viva has previously terminated the Agreement unilaterally due to a breach of the Agreement's terms by that person.
- Such actions shall not be recognized as a valid acceptance of the Agreement. The Agreement with such a person shall not be considered concluded,
- do not impose any obligations on Viva, except in cases where Viva has taken actions clearly indicating performance under the Agreement.

3.3. By concluding the Agreement, as well as each Order, the User confirms that s/he possesses the necessary knowledge (including in the field of information technology and cloud services) to understand its terms.

3.4. If, after the conclusion of the Agreement, a new Cloud Service appears, with respect to which Viva publishes the Special Terms of the new Cloud Service, such Special Terms shall be deemed accepted by the User at the moment of placing the Order for the Cloud Service. In all other cases, changes to the Applicable Agreements shall be made in accordance with section 14 to the Agreement.

### **4. METHODS OF ORDERING A CLOUD SERVICE**

4.1. The User may place an Order for a Cloud Service through the Sales Representative of Viva by signing the Order as a paper or electronic document using a handwritten signature or an electronic digital signature. Such an Order may be signed upon separate request and agreement with Viva. A

condition of such an Order shall be the acceptance of the Agreement and all agreements referenced therein.

4.2. The technical parameters (configuration) of the Cloud Service selected by the User, its cost, pricing conditions and other terms shall be considered agreed upon at the moment the Order is placed, in accordance with the procedure established in this section.

## **5. CLOUD SERVICE TESTING**

5.1. For the purpose of determining the User's need to use Cloud Services on a commercial basis, studying Viva's consumer demand for Cloud Services, as well as testing the functionality of Cloud Services, Viva has the right to provide the User with a Cloud Service free of charge to familiarize with its functional capabilities under the terms of Attachment 1 to the Agreement.

## **6. TERMS OF USE FOR CLOUD SERVICES**

6.1. When using Cloud Services, the User undertakes to:

6.1.1. Inform Viva about any detected failures, defects or incidents in the operation of the Cloud Services,

6.1.2. Not to publish or transfer any information (including but not limited to information containing viruses or other malicious components, or pornographic materials) the distribution of which is prohibited by the legislation of the Republic of Armenia or other applicable laws,

6.1.3. Not to send advertising or other information (spam) without prior consent from the recipient,

6.1.4. Not to perform actions aimed at disrupting the normal functioning of Internet network elements (computers, other equipment or software),

6.1.5. Not to use the Cloud Services as a platform for attacks (including but not limited to DoS, DDoS), scanning, password guessing, decryption key cracking, or other malicious activities,

6.1.6. Not to perform actions aimed at gaining unauthorized access to Internet network resources, computers, other equipment or information resources of third parties,

6.1.7. Not to perform any actions that may cause malfunctions of the Cloud Services and/or hardware and software complex and/or Viva's and/or Partners' data processing centers, as well as create obstacles for other users of the Cloud Services in accessing the services,

6.1.8. Not to use counterfeit software,

6.1.9. Not to perform any actions contrary to applicable legal norms on copyright, as well as actions contrary to legislation on information, personal data, privacy, communication secrecy (or other confidential information),

6.1.10. Not to use the provided Cloud Services for illegal entrepreneurial activities,

6.1.11. Not to perform engineering analysis, disassemble or decompile the Cloud Services, nor use any other methods to obtain the source code of any software of the Cloud Services, except in cases permitted by law,

6.1.12. Install up-to-date antivirus software (where possible) and security patches provided by the manufacturers of the respective software producers,

6.1.13. Properly implement measures and requirements to ensure the information security of the User's resources,

6.1.14. Not to publish information constituting state secrets,

6.1.15. Not to use the capabilities/services provided within the Cloud service for mining – obtaining cryptocurrency,

6.1.16. Not to provide Cloud services or access to them to third parties who are not Representatives of the User, except in cases where a reseller (partner) agreement allowing this has been concluded between the Parties, and the Order for the Cloud service is made on the basis of such an agreement and its terms,

6.1.17. The User is not entitled to provide access to its Cloud Services to any third party, nor to use the Services for the benefit of third-party organizations or individual entrepreneurs. Viva shall have the right to suspend or terminate the Services without any compensation or payment in the event of the aforementioned violations,

6.1.18. Not to use the Cloud Services in a way so as to avoid making payments, and not to create multiple accounts that impersonate different Users to take advantage of preferential terms for Cloud Services within the framework of promotions,

6.2. Rules for the use of the software by third-parties upon receiving access to it within the framework of Cloud Services,

6.2.1. Upon accessing software or databases within the framework of Cloud Services, including within the framework of Software Services, the User undertakes not to violate the intellectual property rights of third-party right-holders, including compliance with all applicable end-user license agreements (hereinafter referred to as "EULA").

6.2.2. By submitting an Order or obtaining access to software within the framework of Cloud Services, the User undertakes to get familiarized with the terms of the applicable EULA and other conditions and restrictions imposed by the software rights holders. Information about the software through which the Cloud Service is organized or to which access is provided within the framework of Software Services, as well as links to the rights holder's website or applicable EULA, may be specified in the Special Terms of the Cloud Service, including on the Cloud Service page. In this case, the User

undertakes to study the applicable software usage terms and accept them; otherwise, the User is not entitled to use the Cloud Service.

6.2.3. The rights holder may amend the EULA at any time, and the User undertakes to monitor and accept such changes.

6.3. The User undertakes to comply with the following password security rules:

6.3.1. If a password is provided to the User when granting access to the Cloud Service, the User undertakes to immediately change the provided password after the first use, creating a new password.

6.3.2. A password created by the User independently must meet the following requirements:

- The password length must be at least 8 characters;
- The password must contain uppercase and lowercase letters, digits and special characters (@ # \$ % & \* etc.);
- The password must not include easily guessable character combinations (such as names, surnames, APM names, etc.), as well as common abbreviations (e.g., ECM, LAN, USER, SYSOP, etc.);
- When changing the password, the new password must differ from the previous one in at least 3 characters.

6.3.3. The User undertakes to ensure proper storage of password information, not to disclose the password to third parties and to organize periodic password changes at least once every 3 months.

6.3.4. If the User suspects that his/her password information has become known to third parties, s/he must immediately change it and notify Viva thereon.

6.3.5. The User is responsible for fulfilling the obligations specified in clause 6.3 to this Agreement, as well as for protecting his/her password from unauthorized access by third parties.

6.4. The User acknowledges that if s/he uses the provided Cloud Services to carry out export, re-export or transfer activities, s/he bears sole responsibility for complying with all applicable laws and regulations.

6.5. When granting other Users (Representatives) access to their Project and the ability to configure Cloud Services within the Project using the corresponding Platform functionality, the User alone is responsible for all actions performed by such persons, including their compliance with the Applicable Agreements and the execution of new Orders. If the User becomes aware of any violation or misuse by such persons, s/he undertakes to immediately restrict their access to the Project and notify Viva of such actions.

6.6. Viva has the right to require the User to undergo Identification and/or Authentication in accordance with Viva's requirements in order to grant the User access to the Cloud Service.

## 7. COST OF THE CLOUD SERVICES AND PAYMENT ORDER

7.1. The cost of Cloud Services is determined in accordance with the Order and is calculated based on the chosen pricing scheme specified in clause 7.4 to the Agreement.

7.2. Viva has the right to unilaterally change the rates for Users. Viva notifies the User of the tariff changes through the User's email address at least 30 calendar days prior to the date of the tariff change.

7.3. Payment for the cost of Cloud Services may be made by the following methods:

7.3.1. For Orders: by bank transfer to the bank account of the Executor or by bank card in accordance with Viva's instructions, which may be provided upon request separately.

7.4. The following pricing schemes are available for the User:

7.4.1. **Fixed Payment**, which provides for the User to pay for the entire reserved amount of resources regardless of the actual usage of the allocated resources during the paid (monthly) period, as follows:

7.4.1.1. Rates for Cloud Services are calculated based on 1 unit of resources per 1 Service Period in the configuration specified in the Order.

7.4.1.2. In case the Cloud Service is provided for a partial calendar month, the cost of the Cloud Service is calculated based on the actual number of full calendar days the Cloud Service was provided during the Service Period. A partial calendar day of Cloud Service provision is counted as a full calendar day in the calculation.

7.4.1.3. The day of connection/disconnection of the Cloud Service is included in the calculation of the cost of the Cloud Service for the corresponding paid period as a full day of Cloud Service provision.

7.4.1.4. Payment method: prepayment, unless otherwise specified in the Special Terms of the Cloud Services or the Order.

7.4.2. **Combined scheme**, which provides for a combination of the pricing schemes specified in clause 7.4.1 of the Agreement.

7.4.3. Payment for a calendar month under the Combined scheme includes:

- A fixed payment for the Service Period for the volume of resources established in the Order in accordance with clause 7.4 to the Agreement.
- Any excess of the volume of resources established in the Order is paid in accordance with clause 7.4 to the Agreement.

7.4.3.1. A partial calendar month is paid as a full month according to the established fixed payment.

7.4.3.2. Payment method: prepayment, unless otherwise specified in the Special Terms of the Cloud Services or the Order.

7.4.4. The Special Terms of the Cloud Services or the Order may provide for a different pricing scheme, as well as payment procedure, time frames and other payment conditions that differ from those described in this section.

7.5. Settlements between the User and Viva are made in Armenian drams, unless another currency has been agreed upon between the Parties in the Order.

7.6. The moment a User's monetary obligation is considered fulfilled shall be the moment the corresponding funds are credited to Viva's settlement account.

7.7. In the event of a delay in payment by the User so as to continue the usage of the Cloud Service, Viva is entitled to suspend the provision of the Cloud Service in accordance with Clause 9.1.4 to the Agreement.

7.8. Users may be granted with discounts or grants in accordance with the rules of participation in CloudViva promotions. The terms of participation in promotions, participant eligibility criteria as well as other conditions of the promotions are defined in the CloudViva Promotional Rules, which the User accepts in accordance with Clause 2.2 to the Agreement.

7.9. An incomplete billing unit shall be treated by Viva as a full billing unit, unless otherwise specified in the Special Terms of the Cloud Service.

7.10. In the event of changes in the taxation of transactions paid under the Agreement, including but not limited to tax rate increases, introduction of new taxes, changes to or cancellation of tax benefits etc., any additional tax amounts arising shall be added to the previously agreed price.

7.11. The cost of the Cloud Service shall be rounded according to standard mathematical rounding rules to the nearest hundredth.

## **8. DELIVERY AND ACCEPTANCE PROCEDURE**

8.1. The accounting of the rendered Services is conducted in an automated manner using the software, information database and statistical data of Viva's accounting system, in accordance with the pricing units established by Viva for the specific Cloud Service.

8.2. No later than 15 calendar days from the end date of the previous Service Period, Viva shall send the User a settlement document.

8.3. The User is obliged to sign the settlement document within 5 business days from the date of its receipt or, within the same period, provide Viva with a substantiated refusal to sign it. If the User fails to submit a written substantiated refusal to sign the settlement document within the specified period, the Services shall be deemed fully rendered and properly performed. The User acknowledges that the specified period is sufficient for a complete verification of the volume and quality of the Cloud Services provided during the Service Period.



8.4. The documents referred to in Clause 8.3 to the present Agreement shall be sent to Viva through the electronic document circulation system separately agreed upon by Viva and the User. In the absence of such an agreement, the specified documents shall be sent as electronic documents or electronic copies (scans) of signed documents to the User's email addresses in the manner provided for in Section 15 to the Agreement.

## **9. SUSPENSION AND BLOCKING**

9.1. Viva is entitled to suspend the provision of Cloud Services (until the relevant violations or causes for suspension are remedied) without compensation for damages or payment of penalties in the following cases:

9.1.1. Upon the User's violation of the rules for using the Cloud Services established in Section 6 of the Agreement;

9.1.2. Upon failure to fulfill obligations or inaccuracy of representations related to Data, in accordance with Clause 12.1 to the Agreement;

9.1.3. Upon Viva's reasonable suspicion that the User has violated the terms specified in Clauses 9.1.1–9.1.2 to the Agreement – until such doubts are resolved by the User providing the necessary information;

9.1.4. Upon violation by the User of the payment terms and conditions for continuing the use of the Cloud Service – taking into account Clause 7.7 to the Agreement;

9.1.5. Upon receipt of a corresponding instruction from a competent governmental authority, which is mandatory for execution;

9.1.6. If the continuation of the provision of the Cloud Service violates the applicable legislation;

9.1.7 Upon termination not at Viva's fault and/or failure to perform respective contracts by contractors, partners, licensors providing software or other technologies used by Viva for organizing and/or providing Cloud Services, resulting in Viva's inability to provide all or part of the Cloud Services or the necessity to change the method of providing the Cloud Services, including for an indefinite period;

9.1.8. Upon failure to undergo identification and/or authentication within the time-frame established by Viva, or if Viva has reasonable grounds to believe that the data provided by the User is inaccurate.

9.2. Viva shall have the right to block access to the information posted by the User on the Cloud platform or delete such information in the following cases:

9.2.1 If a regulatory act imposes such an obligation on Viva;

9.2.2. If Viva receives a claim, complaint, request, demand or any other statement from a third party indicating that the User's posted information has resulted in a violation of third-party rights or the applicable law;

9.2.3. If the User's posted information creates a threat to the normal functioning of resources, including the Platform and the Cloud Services;

9.2.4. If Viva receives a court order or a law enforcement authority act imposing such an obligation on Viva.

## **10. RESPONSIBILITIES OF THE PARTIES**

10.1. In the event of the User's delay in fulfilling payment obligations, Viva shall have the right to claim a penalty of 0.13% of the unpaid amount for each day of delay.

10.2. In case Viva fails to meet the declared quality level of the Cloud Services, the User shall have the right to claim a penalty calculated in accordance with the Service Level Agreement.

10.3. The User is responsible for the proper configuration and use of the Cloud Services, as well as for taking other appropriate measures to ensure the security, protection, and backup of the Data, so as to provide adequate security and protection. This includes, the use of encryption for the protection of the Data from unauthorized access and regular archiving or backup of the Data, including on different information technology infrastructures. Viva performs Data backup only if the User orders the respective Cloud Service in accordance with the Special Terms of the Cloud Service and the parameters specified in the Order.

10.4. The Parties shall be released from liability for partial or complete failure to fulfill their obligations if they can prove that such failure or improper performance of the obligations stipulated in the Agreement occurred due to force majeure circumstances or at the fault of the counter Party.

10.5. A Party that is unable to fulfill its obligations due to force majeure shall promptly, but no later than within 3 business days, notify the counter Party thereon in writing.

10.6. If force majeure circumstances persist for more than 1 month, each Party shall have the right to prematurely terminate the present Agreement or any part thereof, followed by mutual settlements.

10.7. If any third party brings claims against Viva, in whole or in part based on an allegation that the User has violated the rules of using the Cloud Service – including the rules for using third-party software – resulting in an infringement of that party's rights, the User agrees to independently and at its own expense resolve such claims and fully compensate Viva for all losses incurred, unless the User can prove that the claims were caused by Viva's unlawful actions.

## **11. LIMITATION OF VIVA'S LIABILITY**

11.1. Viva shall be liable to the User only for the willful breach of its obligations as provided for in the Agreement.

11.2. Viva shall not be liable for any unavailability, delays, interruptions, actual damages or loss of profit arising from the following causes:

11.2.1. Violation by the User of the rules for using the Cloud Services;

11.2.2. In connection with the use of computers, other equipment, communication channels, and/or software owned by third parties in the provision of Cloud Services – for any defects in electronic or mechanical equipment and/or software, or due to other objective technological reasons, as well as as a result of actions or inactions of third parties, data transmission or connectivity issues, traffic exchange policies between telecommunication operators, and other circumstances that occurred not at the fault of Viva;

11.2.3. For the performance of scheduled, urgent, technical or emergency maintenance work, provided that such maintenance is carried out with notice, in accordance with the Service Level Agreement (SLA), except where otherwise expressly stated in the Special Terms of the Cloud Services;

11.2.4. Any delays or interruptions caused by defects in any electronic or mechanical equipment and/or software, or other objective technological reasons, as well as the result of actions or inactions of third parties, data transmission or connectivity issues, or power outages, provided that all of the above events occurred through no fault of Viva and/or its Partner;

11.2.5. Suspension or termination of the Cloud Services as agreed with the User, including suspension of the Cloud Services for the purpose of modifying the parameters of the provided Cloud Services;

11.2.6. Intentional or unintentional actions by the User, including changes to software settings that directly or indirectly affect access to Cloud Services, performed without agreeing with Viva;

11.2.7. The User's refusal or inability to provide assistance to Viva in identifying and resolving Incidents in the Cloud Services;

11.2.8. The User's use of resource volumes exceeding the amount of resources provided by Viva under the Special Terms of the Cloud Services;

11.2.9. Inoperability of the User's software and/or hardware, or its incompatibility with the Cloud Services or with certain software used within them;

11.2.10. Any unauthorized access, modification or deletion, destruction, damage, loss or failure to retain Data that did not result from Viva's intentional actions;

11.2.11. DoS/DDoS attacks – in the event of such an attack, Viva shall not be held liable for any degradation in the quality of the Cloud Services, reduction in their volume, interruptions or failures in the provision of the Cloud Services. Furthermore, if such an attack poses a threat to Viva's software

and/or hardware, Viva has the right to immediately and without prior notice suspend the provision of the Service;

11.3. Viva does not guarantee that the Cloud Services will meet the User's requirements and expectations. The User agrees that the provision of the Cloud Services is carried out using Viva's software and/or third-party software, which operates on an "as is" basis, i.e., with the declared functionality and without any guarantees of error-free operation.

11.4. Viva is not liable for any claims or lawsuits from third parties if the User provides services to such third parties using the Cloud Services.

11.5. Viva is not liable for compensation of lost profits of the User.

11.6. Except in cases of willful breach by Viva of the obligations stipulated in this Agreement or by law, the maximum liability of Viva under this Agreement, including any damages caused to the User, shall in any event be limited to the total amount of payments received by Viva from the User during the last calendar month of the Agreement prior to the event giving rise to liability.

11.7. The User agrees that the limitation of Viva's maximum liability under this section is conditioned by Viva's business model for providing Cloud Services and their cost as specified in the Orders.

11.8. Viva's liability in the form of penalties and fines stipulated in confidentiality agreements concluded between the Parties does not apply to Viva's obligations to ensure the confidentiality of Data in the Cloud Services.

11.9. The limitations of Viva's liability set forth in clauses 11.5–11.6 do not apply to Users who use the Cloud Services exclusively for personal, family, household or other needs unrelated to entrepreneurial activities.

## **12. DATA**

12.1. When uploading or transferring Data to the Cloud Service, the User thereby guarantees to Viva that s/he has obtained in advance all legally required consents from the person whose consent or permission is necessary for the actions with the Data to be lawful (hereinafter referred to as the "Data Subject"), for all actions that the User performs or instructs Viva to perform within the scope of using the delivered Cloud Services, and that such uploading or transferring does not violate any laws.

12.2. Viva does not have an opportunity to access the Data, except in cases where such access is necessary for providing the Services, maintaining the Cloud Service, or is mandatory under the applicable law. Unless explicitly stated otherwise in the Special Terms of the Cloud Service, Viva in any case does not have access to the content of the Data uploaded by the User and does not verify the legality of such uploading. Accordingly, all risks and adverse consequences of uploading or transferring Data by the User to the Cloud Service shall be borne by the User.

12.3. Viva has the right to request from the User documents confirming the User's guarantees under clause 12.1 of the Agreement within a reasonable time-frame necessary for their provision, but no later than 10 business days from the date of presenting such a request by Viva.

12.4. In the event that any third party makes claims or demands against Viva, wholly or partially based on the assertion that Viva's actions with the Data violate the rights of such third party or do not comply with established requirements, the User is obligated, at its own expense, to indemnify Viva against all such claims (demands) and compensate Viva for any losses related to such claims (demands).

12.5. Failure by the User to fulfill obligations or comply with the restrictions set forth in this section of the Agreement, as well as detection of any falsity in the User's guarantees, gives Viva the right to suspend the provision of the Cloud Services until the User remedies the violation within a period determined by Viva.

12.5.1 Viva shall ensure storage of the Data:

- For 14 calendar days from the date of suspension of the User's access to the Cloud Services due to the User's non-compliance with payment terms for the Cloud Services;
- For 7 calendar days from the date of suspension of the User's access to the Cloud Services due to the User's non-compliance with other terms of the Agreement.

If the User does not remedy the violations that caused the suspension of access to the Cloud Services, the User's Data and Cloud Services will be deleted within 24 hours after the expiration of the above periods.

12.6. Data may be deleted by Viva before the expiration of the above-mentioned periods in the event of early termination of the Agreement by Viva. In the event of termination of the Agreement, the Data shall be deleted within 24 hours from the date of termination, unless a different retention period is provided by applicable law, the Special Terms of the Cloud Services, or a separate agreement between the Parties.

12.7. Additional terms for Data processing may be defined in the Special Terms of the Cloud Service or in the Order.

### **13. PROCEDURE OF DISPUTE RESOLUTION**

13.1. Disputes arising from the non-performance or improper performance by the Parties of their obligations under this Agreement, and not resolved through negotiations, shall be subject to resolution in the order stipulated under the RA legislation.

### **14. EFFECTIVENESS, AMENDMENT AND TERMINATION OF THE AGREEMENT AND APPLICABLE AGREEMENTS**

14.1. The Agreement and the Applicable Agreements remain in effect until the end of the calendar quarter in which they were concluded by the User. If neither the User nor Viva notify about termination of the Agreement and the Applicable Agreements at least 10 calendar days before the expiration date, the Agreement and the Applicable Agreements shall be considered renewed for the next calendar quarter. The number of renewals of the Agreement and the Applicable Agreements is unlimited.

14.2. For Users who use the Cloud Services for entrepreneurial activities and other purposes not related to personal, family, household or other similar needs:

14.2.1. The User undertakes to independently monitor information about changes to the Agreement.

14.2.2. Viva has the right to unilaterally amend the Agreement by publishing their new versions on Viva's website. The new versions of the Agreement and the Applicable Agreements take effect from the moment of their publication, and for active Users (with whom the Agreement and Applicable Agreements are currently in effect) – 30 calendar days after the date of their publication.

14.2.3. In case of disagreement with the changes made by Viva to the Agreement and the Applicable Agreements, the User has the right to unilaterally terminate the Agreement and the Applicable Agreements or the Orders (whose terms were changed) for the Cloud Service within 30 calendar days from the date the changes take effect, by notifying Viva of such termination. In this case, the Agreement or the respective Special Terms of the Cloud Services (or the related Orders) or other Applicable Agreements shall be considered terminated as of the next business day following Viva's receipt of the notification, in connection with which the provision of the Cloud Service shall also be terminated.

14.3. The Agreement, the Applicable Agreements, or a specific Order may be terminated early (in whole or in part):

14.3.1. At the User's initiative unilaterally and extrajudicially by sending Viva a scanned copy of a statement signed by the User, no less than 30 calendar days before the intended termination date, and for Consumer-Users – at any time, provided that Viva is paid for the actual expenses incurred related to the performance of obligations under the Agreement;

14.3.2. Upon the consent of the Parties,

14.4. Viva has the right, unilaterally and extrajudicially, to refuse, in whole or in part, to perform the Agreement, the Applicable Agreements, or a specific Order with a User who uses the Cloud Services for entrepreneurial activities or other purposes not related to personal, family, household or similar needs, without compensation for damages or payment of penalties, in the following cases:

14.4.1. Repeated violation by the User of any obligation under the Agreement or the Applicable Agreements;

14.4.2. Failure by the User to remedy a violation that is the basis for suspension of access to the Cloud Services for more than 10 business days from the date of access suspension;

14.4.3. On the condition that the User has been notified at least 30 calendar days before the intended termination date.

14.5. Upon termination of the Agreement, the Applicable Agreements, or a specific Order, the funds paid by the User as an advance, as well as any unused funds in the Balance, shall be refunded to the User within 30 calendar days from the date of termination of the Agreement, Applicable Agreements or the specific Order, based on a written request from the User. A scanned copy of such a request shall be sent to Viva at the email address: CloudSupportG@Viva.am. Viva has the right to withhold from the refundable amounts any penalties accrued and losses incurred by Viva in connection with the User's failure to fulfill its obligations under the Agreement or Applicable Agreements.

14.6. The obligations of the Parties which, by their nature, must continue after termination, shall remain in effect until properly fulfilled by the Parties even after the termination of the Agreement or the Applicable Agreements.

## **15. MEANS OF COMMUNICATION**

15.1. Viva has the right to send the User documents and legally significant communications related to the Agreement, including, but not limited to, notices, messages, claims (demands), invoices, bills, acts, etc. (hereinafter referred to as "Messages and Documents"), using the following methods:

15.1.1. to the User's email addresses specified in the Order;

15.2. The User has the right to send messages and documents to Viva by the following means:

15.2.1. For Orders placed by the User through the sales representative: to the email address CloudSupport@Viva.am, or through feedback forms available to the User on the Platform and designated for sending the respective messages and documents;

15.2.2. to the User's email addresses specified in the Order;

15.3. Either Party has the right to unilaterally change the email addresses used for exchanging legally significant communications by sending a notification to the counter Party, and such change shall take effect upon receipt of the respective notification by the other Party.

15.4. The Parties guarantee that decision-making and the exchange of Messages and Documents are carried out by authorized persons and proceed from the presumption that any person engaging in such interactions on behalf of a Party possesses the necessary authority. The Parties are responsible for timely reviewing the Messages and Documents sent to the email addresses they have designated as their official contact addresses under this section and for promptly informing the counter Party of any

changes to such contact details. The Party that fails to ensure such availability shall personally bear the risk of not receiving legally significant communications.

15.5. The date of receipt of Messages and Documents by the Parties shall be considered the date of sending thereof. If they are sent on a non-business day or after 18:00 Armenian time, the date of receipt shall be the next business day following their dispatch.

15.6. In addition to the methods of exchanging Messages and Documents provided for in this section, such exchange may be carried out using electronic document circulation system in accordance with a separate electronic document circulation agreement concluded between the Parties. In this case, sending Messages and Documents by other methods specified in this section shall not be required.

## **16. CONFIDENTIALITY**

16.1. Confidential Information means any data, documents or materials in any form and on any media provided by one Party (the Disclosing Party) to the other Party (the Receiving Party) for the purpose of performing the present Agreement, or designated as Confidential Information, or referred to as Confidential Information.

16.2. The term Confidential Information does not include information that was or has become publicly available other than as a result of disclosure by the Receiving Party.

16.3. The Parties undertake and guarantee that the received Confidential Information will be used solely for the purpose of fulfilling this Agreement.

16.4. The Parties undertake not to transfer or disclose the received Confidential Information to any third parties without the prior written consent of the Disclosing Party, except in cases of permissible transfer and disclosure of Confidential Information in accordance with this Agreement.

16.5. Permissible transfer and disclosure of Confidential Information:

16.5.1. The User permits, and Viva has the right to mention the User – a legal entity – on any Viva websites on the Internet and in any Viva representational, informational and marketing materials, as well as other sources, as one of Viva's business partners and/or clients, and also to refer to the fact of cooperation between the User – a legal entity – and Viva in general form without mentioning cooperation details, with or without using the User's trademark, service mark, trade name or commercial designation.

16.5.2. Viva has the right to transfer Confidential Information to Partners engaged by Viva for the provision of Cloud Services, the list of which shall be provided to the User upon the User's written request, provided that each Partner to whom Confidential Information is disclosed undertakes written obligations to Viva to ensure the confidentiality regime on terms equivalent to those of this Agreement. The grounds and conditions for such transfer may be specified in the Special Terms of the Cloud Service.



16.6. The Parties exchange Confidential Information by any of the following means:

- on paper;
- orally and by visual demonstration at the office;
- file exchange using information removable media;
- by other means in accordance with a separate agreement between the Parties.

16.7. The transfer of Confidential Information does not constitute a transfer or provision to the Receiving Party of any rights related to trade secrets, manufacturing secrets (know-how), copyrights or other rights to the Confidential Information.

16.8. The Receiving Party undertakes to destroy or return the media containing the Confidential Information within 10 (ten) business days from the receipt of a written request from the Disclosing Party (depending on the content of such request).

16.9. The Receiving Party undertakes, within no more than 3 (three) business days, to inform the Disclosing Party upon becoming aware of any breach of confidentiality terms by itself and/or its Representatives concerning the Confidential Information, and to provide assistance in minimizing the damage resulting from such breach.

## **17. FINAL PROVISIONS**

17.1. Legal force of the Agreement and other agreements between the Parties:

17.1.1. The provisions of this section, as well as sections 2-3, 6, 9-12, 14-16 of the Agreement and Attachment No. 1 to the Agreement, shall have priority over the terms of the Applicable Agreements and Orders. In particular, none of the provisions of the mentioned agreements may be interpreted as expanding Viva's liability limits or cancelling the rules and restrictions on the use of Cloud Services established by the referenced sections of the Agreement, unless those agreements explicitly state the non-application of these sections or their clauses with a reference to such section(s) or clause(s).

17.1.2. In all other respects, the Special Terms of the Cloud Services shall prevail over the terms of the Agreement and other Applicable Agreements.

17.1.3. Confidentiality agreements and personal data processing orders concluded between the Parties (except for orders concluded with the Order or that are part of the Special Terms of the Cloud Service) shall not apply to the relations between the Parties under this Agreement, regardless of their terms.

17.2. This Agreement and the relations between Viva and the User regarding the provision of Cloud Services are governed by the laws of the Republic of Armenia.

17.3. The User undertakes to inform Viva of all changes to its requisites and other information necessary for the performance of the Agreement and bears responsibility for any consequences related to failure or untimely notification to Viva of such changes.

17.4. Unless otherwise explicitly stated in the Special Terms of the Cloud Service or directly defined by law, the Services provided by Viva within the Cloud Services framework are not communication services. If the Special Terms of the Cloud Service or the Order specify the parameter “Internet access” or “Internet access port”, this means that Viva provides a connection to the Internet through the Virtual Machine or other Viva infrastructure provided to the User within the frames of the Cloud Service, for the operation of such virtual machine or other Viva infrastructure as part of Viva’s Data Center overall computing infrastructure. This does not mean that Viva provides the User with data transmission services and/or telecommunication services, as the provision of such services within the Cloud Services is not envisaged.

## **18. ANTI-CORRUPTION CLAUSE**

18.1. Under the present Agreement the Parties confirm that they adhere to high ethical standards in their activities and undertake to comply with the provisions of the applicable Anti-Corruption Legislation and to take no actions that may violate the norms of the applicable Anti-Corruption Laws or cause such a breach by the other Party, among other things, not to request, receive, offer, authorize, promise or make illegal payments directly, via third parties or as an intermediary, including (but not limited to) bribes in monetary or in any other form to any individuals or legal entities, including (but not limited to) government and local authorities, public officials, private companies and their representatives.

18.2. The Parties undertake not to take any action (act of omission) that may create a risk of conflict of interest, as well as to inform the other Party within a reasonable time of the circumstances that become known to him/her, which may cause a conflict of interest.

Notification method for the User for the purpose of sending (disclosing) information: \_\_\_\_\_, or the address of the User’s authorized Contact Person.

Notification method for the purpose of sending (disclosing) information to Viva: hotline@viva.am.

18.3. The Parties confirm that any third parties involved in the performance of the present Agreement do not carry out their actions with the aim of exerting undue influence over government officials or commercial bribery, and they shall be permitted to perform contractual obligations only after sufficient verification measures have been conducted by the engaging Party.

18.4. The Parties agree to undergo periodic training on business ethics and anti-corruption requirements set by Viva Armenia CJSC.

18.5. The Parties undertake to properly maintain and keep all financial statements and other documents confirming expenses incurred under the present Agreement. The Parties undertake to provide full cooperation in connection with any investigation and/or audit carried out within the scope of the execution of this Agreement. The Parties undertake to maintain all confidential information that may

become known within the framework of the audit, in accordance with the legislation of the Republic of Armenia.

18.6. If either Party violates the anti-corruption obligations specified in points 18.1-18.4, the other Party has the right to unilaterally suspend (by extrajudicial procedure) the performance of its obligations hereunder until the causes of such violation are eliminated, or refuse to perform the Agreement by sending a written notification thereon. If the Agreement is terminated in accordance with this point, the User is not entitled to claim compensation from Viva for such losses incurred as a result of such termination.

18.7. In the scope of the present Agreement, the Applicable anti-corruption legislation means:

1) the Anti-corruption legislation of Armenia, the Criminal Code of the Republic of Armenia, the Civil Code of the Republic of Armenia, the Code of Administrative Offenses of the Republic of Armenia, as well as other laws and sub-legislative acts of the Republic of Armenia that contain norms aimed at combating corruption,

2) the norms on combating bribery and corruption set out in the laws on combating bribery and corruption of foreign countries, including the US Foreign Corrupt Practices Act, the UK Bribery Act 2010, to the extent that the said acts are applicable to the relevant Party and are important for execution thereby.

18.8. In the scope of the present Agreement, the State Official means:

- Any appointed or elected person from Armenia or abroad, who holds any position in a legislative, executive, administrative or judicial body or in an international organization;
- Any person performing any public function for the government, including for the government companies;
- Political leaders, officials of political parties, including candidates for political posts, ambassadors, high-powered officials in nationalized industries or natural monopolies;
- Heads and employees of state bodies, institutions and enterprises, including doctors, military personnel, civil servants, etc.;
- Persons known to be related to a public official by family, friendship or business relations and/or act on behalf of and/or in the interests of a public official.

#### **Attachment N 1 to the Agreement on the Provision of Cloud Services**

## PROCEDURE FOR CLOUD SERVICE TESTING

1. The duration of the trial period is determined by Viva and may vary for each Cloud Service, but it remains the same for all Users. The maximum duration of the trial period for each Cloud Service may be specified in the Special Terms of the respective Cloud Service. At the same time, Viva, at its sole discretion, has the right to extend the trial period of the Cloud Service.
2. Upon expiration of the trial period, the provision of the Cloud Service under the terms set forth in this procedure (hereinafter referred to as the "Procedure") shall be terminated. Viva is entitled to terminate the trial period of the Cloud Service at any time, including before the expiration of the trial period, by notifying the User at least 1 calendar day in advance.
3. During the trial period, Viva reserves the right to impose additional technical and functional restrictions on the use of the Cloud Service. The User has the right to provide Viva with feedback regarding the results of using the Cloud Service during the trial period.
4. During the trial period, Viva does not provide any guarantees to the User regarding the availability of the Cloud Services and shall not be held liable to the User for the functioning of the Cloud Services, any errors in such functioning, nor does it provide technical support to the User during the trial period.
5. During the trial period, the User undertakes to use the Cloud Services exclusively for demonstration purposes (to familiarize themselves with the functional capabilities of the Cloud Services) and to make a decision regarding the subsequent purchase of the Cloud Service. The User agrees not to provide services to third parties using any results obtained from the use of the Cloud Service during the trial period.
6. The User may apply for and receive the paid Cloud Service at any time during the trial period.
7. During the testing of the Cloud Service, the User must comply with all the proper use conditions of the Cloud Services specified in the Agreement and the Special Terms of the Cloud Services (if the Special Terms of the Cloud Service are published on the Platform), except for the payment terms for the Cloud Service. If the Special Terms of the Cloud Service are not published on the Platform, the testing conditions of the Cloud Service, in addition to those set forth in this section, may be determined by other agreements (offers) available for acceptance at the start of testing thereof.
8. Commercial use of the Cloud Services may in any case only be carried out upon acceptance of the Special Terms of the respective Cloud Service.
9. The provisions of this Procedure shall prevail over the terms of the Agreement and the Special Terms of the Cloud Services, unless the Special Terms of the Cloud Service explicitly state that this Procedure or its individual provisions do not apply (with reference to this section or its clauses).
10. Additional testing conditions for Cloud Services for Users who placed an Order in paper form under section 4 to the Agreement may be specified in the Order or in a separate agreement between the Parties.