Service Agreement

Tbilisi   Date of Signature

Sisnet Ltd; **ID Nr.:** 400157076; **Address**: # 41g Guramishvili Avenue, under the brand name **"FastCloud"** (hereinafter referred to as the "Provider") represented by its director ---------- ------- on the one hand ---------- ---; on the other hand, **ID Nr**: ----------; **Address**: ----------------, represented by its director -------------- (hereinafter referred to as the "Customer"), we enter into a contract and we agree to the following mutually beneficial activities:

1. Subject of the Agreement

1.1. According to this Agreement, the Parties agree that during the period of its validity, the "Provider" will provide the "Customer" with the services specified in Section 1.2 based on the "Customer's" will.

1.2. The Services outlined in Section 1.1 of this Agreement include: Hosting Services for the Customer; the Provider allocates and rents the virtual resources (CPU, RAM, HDD) - requested by the Customer during the registration - on its server to the Customer. The guaranteed Uptime is 99.9%.

2. Content of the Agreement

2.1. The parties agree to fulfill their obligations accurately and in a timely manner.

3. Rule of Payment

3.1. The parties agree that the price of the "Order" will be determined in GEL according to the package selected. See Appendix 1.

3.2. The "Customer" undertakes the liability to ensure the payment of the amount specified in Section 3.1 upon signing the contract, also an advance once every following month.

3.3. The agreement between the parties is concluded for 1 year and is automatically extended for the following year.

3.4. We provide our service daily and the invoice is also issued monthly, so you will receive an invoice for the service according to the invoice.

3.5. Use the following accounts when making wire transfers:

TBC Bank: GE73TB7357736080100004 GEL

Bank of Georgia: GE55BG0000000637788400 GEL

Liberty Bank: GE79LB0113141950335000 GEL

In case of wire transfer, please indicate the invoice number in the description:

4. Exemption from Liability

4.1. According to this Agreement, the parties are exempt from any liability in case partial or complete failure to fulfill their obligations is caused due to circumstances beyond their control (force majeure). Such circumstances include hostilities, natural disasters, sabotage, fires, blockades, electricity crises, changes in legislation, and other circumstances that make it impossible to properly fulfill our obligations.

4.2. Upon termination of the force majeure situation, the Provider shall endeavor to continue to provide the Customer with the service described in Appendix 1, in case this is possible or convenient for the Customer. Otherwise, the Provider is obliged to provide the Customer with backups.

5. Liability of the Parties

5.1. The Provider is obliged to: constantly monitor its servers and maintain their security, back up the website (if any) both in the same data center and in a remote data center, and in case of unauthorized damage to the website, restore it using backups. However, the Provider is not responsible for the security of the software used by the Customer in the web space provided to them.

5.2. The Customer is obliged to fulfill the obligations under Section 3.2. within the terms specified in the Agreement;

5.3. The Customer undertakes liability not to upload to the server, not to send or post content that:
–is illegal, threatening, abusive, violates copyright, promotes racial, religious, sexual, social discrimination and incites hatred, contains insults against specific individuals and organizations;
- violates the rights of minors, might be harmful to them in any way;
–violates or harasses the rights of minorities;
- Upload, send, transmit or otherwise post content that a person does not have the right to make public under Georgian law or any agreement;

- Upload, send, transmit or otherwise post content that is related to any patent, trademark, trade secret, or infringes the copyright of a third party.
- Content that may be considered as a type of immoral transactions under Georgian law, such as promotion of prostitution, child trafficking, etc.
- Upload, send, transmit or otherwise post content containing spam, foreign links;
- Download, send, transmit, or otherwise post content that contains viruses and other computer codes, files, and programs that are designated to restrict, disrupt, or destroy programs, computers, and telecommunication equipment; also, publish serial numbers, codes, logins, passwords or any other information of commercial software products, which will facilitate unauthorized access to paid internet resources, as well as posting links about the information mentioned above;
- Collect and store information about third parties;
- Represent third parties in the network in any way;
- Deliberately violate Georgian legislation and international norms;

5.4. In case of failure to pay the price of the service in a timely manner, the Provider is entitled to suspend the service to the Customer. The Provider is obliged to keep the files of the Customer for 30 calendar days after the suspension of the service.

5.5. In case of non-fulfillment or improper fulfillment of the obligations undertaken by the parties, the interested party is entitled to unilaterally terminate this Agreement.

5.6. If the Customer is detected using the services described in Section 5.3, they will be warned or their account will be deactivated without any prior notice. According to Article 54 of the Civil Code of Georgia, Detection of an immoral transaction will result in termination of service without any prior notice, which will not be considered as a violation of the Terms of the Agreement.

6. Privacy

6.1. The Provider undertakes the obligation to protect the confidentiality of the materials provided by the Customer or placed on the server, not to store and not to distribute it.

6.2. The Provider undertakes the obligation to comply with the Law of Georgia on Personal Data Protection.

7. Backups

7.1. FastCloud maintains backups of all user information for a certain period of time. Backups are created daily / weekly / monthly. All backup copies will be stored for 6 months.

7.2. All backups will be stored locally, in the same data center, and also in other remote data centers, which eliminates the risk of data loss as much as possible.

7.3. The user agrees that FastCloud will not create daily backups of his/her audio and video files. The files will be ignored during the backup.

7.4. FastCloud starts creating daily backups from 00:00.

7.5. In case of failure to pay within 30 calendar days, the account is deleted from the server and it can be restored or backed up within 6 months after paying a certain amount of fee. The fee is set by the Fastcloud administration.

8. Rules for Dispute Resolution

8.1. The Parties shall take all measures to resolve any dispute arising out of this Agreement or to resolve any dispute through negotiation.

8.2. In case of failure to resolve the disputed issues through negotiations, the parties have the authority to apply to the court and resolve the disputed issues under the rules established by the legislation of Georgia.

8.3. The Provider reserves the right to suspend the service after 3 calendar days in case of moral damage caused by the Customer. During this period, the Customer must transfer his/her service. The Provider is obliged to provide the Customer with backups upon request.

9. Final Provisions

9.1. This Agreement shall enter into force on the date the Customer completes the online application and shall remain in force until terminated by the Parties.

9.2. Amendments and additions to this Agreement, and its cancellation are allowed only by mutual agreement of the parties. Cancellation, amendment, or addition must be in written form and signed by the parties.

9.3. This Agreement is governed by the current legislation of Georgia.

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10. Details of the parties

"Provider"	"Customer"
"Sisnet" Ltd **ID Nr.:** 400157076 **Legal address:** # 41g Guramishvili Ave., Tbilisi Director ------------------------ ბ.ა.	 Director ------------------------ ბ.ა.

1. SSD Shared -	20 GEL/Month
Total Sum	20 GEL

10. Details of the parties

"Provider"	"Customer"
"Sisnet" Ltd **ID Nr.:** 400157076 **Legal address:** # 41g Guramishvili Ave., Tbilisi Director ------------------------ ბ.ა.	 Director ------------------------ ბ.ა.

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