



contract

Contract on Providing the Telecommunication Service „ ADVICE FORGE LTD “

Business name: ADVICE FORGE LTD
Represented by: Peter Sedmihradsky
Headquarters: 145-157 St. John Street, London, EC1V 4PW
Company Number: 8674127

Registered at Companies House, Cardiff, 8674127.

Referred further as **Provider**

and

Business name:
Represented by:
Headquarters:
Company Number:

Registered at

Referred further as **User**

enter under § 269 of Commercial Code Contract for the provision of telecommunication services “ADVICE FORGE” (referred further as Contract) with the following conditions:

1. The Definition of Basic Terms

- 1.1. ADVICE FORGE is such telecommunication service of Provider, which lies in construction and further lease of pre-defined dedicated or managed server, placed in dedicated space belonging to Provider and its connection to Internet.
- 1.2. Server is PC, which has been constructed based on pre-defined services and it is in the use of User. Detailed description of Service content is listed in Annex 1 of this contract.

2. Subject Matter

- 2.1. Provider agrees to provide User with ADVICE FORGE service, i.e. to provide User with the Server (alternatively server solution) and Internet connection



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through access point of Provider. Further specification of this service is listed in Annex 1 of this contract (referred further as "Service").

- 2.2. Provider declares that they possess a valid concession and licence for providing Service and all technical equipment that is used meets the requirements of EU standards and regulations.

3. Place, Means and Time of Connection

- 3.1. Service will be provided to User through Provider's network and partners from the moment of service establishment and further for an indefinite period. The establishment of Service will be done in the time period and in the way listed in Annex 1.
- 3.2. User is obliged to provide to Provider for the establishment of Service and for the time of its duration cooperation necessary for correct installation and providing of Service in accordance with conditions of this contract.

4. Rights and Obligations of the Parties

4.1. Rights and obligations of Provider

- 4.1.1. Provider is obliged to ensure Service in accordance with the conditions of this contract in adequate quality and in full range.
- 4.1.2. Provider is obliged to provide the server and to maintain access to the Internet in the state and quality sufficient for Service and in accordance with the conditions stated in Contract.
- 4.1.3. Provider is obliged to remove promptly and at their own expense defects in Service which are not caused by User.
- 4.1.4. Provider is obliged to inform User without unnecessary delay about any constrains, interruptions, changes or irregularities in Service as soon as these are known.
- 4.1.5. Provider is not responsible for failures of other networks on the Internet. Provider also does not guarantee the quality in case that User connects any equipment of software that is not recommended or authorized by Provider.
- 4.1.6. Provider has the right to limit or stop Service in case of serious technical or operational reasons, which preclude Service or after previous demonstrable delivery of the notice where the reason is User's delay in payment for provided Service for more than 10 days starting from the day of the notice delivery.
- 4.1.7. Provider is entitled to limit or stop Service in cases where it is imposed by legal obligation or binding decision of State authorities.
- 4.1.8. Provider is entitled to charge a contractual penalty for delay in payment for provided service in the amount specified in Article 5, paragraph 5.7.

4.2. Rights and obligations of User

- 4.2.1. User is obliged to properly and timely pay to Provider all amounts charged for Service provided in accordance with this contract.
- 4.2.2. User is obliged to cooperate with Provider when asked when fixing preparatory activities, installation, maintenance, uninterrupted operation or



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uninstalling of technical equipment of Provider that is connected to Service and its technical support.

- 4.2.3. User is obliged to use Service in accordance with relevant legislation of CR and only for activities that they are entitled to.
- 4.2.4. User is entitled to get refund of the part of the fees paid in the time of service failure according to the conditions and in the extent stated in this contract.
- 4.3. None of the parties is responsible for any delay in obligations fulfilment if it had been caused by circumstance excluding responsibility according to § 374 of Commercial Code (esp. by fire, flood, explosion, accident, war, strike, embargo, government requirements, civil or army bodies, impossibility to provide materials, services or manpower; local (endemic) failures in provision of public communications, as it is interruption of public cables, overload or failures in lying public networks, events of mass telephoning or failure of generic product in telecommunication equipment), and that is for the time of duration of such circumstance and further for the time that is usual for renewal of provided service.
- 4.4. Both parties are obliged to actively and without unnecessary delay inform the other party about all facts that can have any effect on Contract or its individual provisions or on the ability of the parties to meet properly and timely Contractual obligations.

5. Price, Payment Terms

- 5.1. Price for Service is set by agreement of contractual parties and it is listed in Annex no. 1 of this contract.
Regular payment for Services of Provider starts with the date of contract issuance.
- 5.2. Invoices for Services drawn up by Provider for individual billing periods will be based on User's statement filled-in email or order form.
- 5.3. The first payment for Service is made before server installation based on payment order sent by Provider electronically on User's email. The day of taxable transaction is in this case the date of server installation.
- 5.4. The price for Services provided in given billing period is paid based on invoice issued by Provider, 14 days from the date of its issuance.
- 5.5. Payment for services will be paid cashless by bank transfer to the account of Provider which is stated in the invoice.
- 5.6. The price comprises all costs of Provider's operators and contact on emergency service of Provider. Provider's network is supervised and maintained 24hours a day, 365 days of the year.
- 5.7. In case of User's delay in payment for Service there is contractual interest on arrears of 0,05% for each day of delay.
- 5.8. In case that there is a recognized warranty claim according to the procedure regulated in Annex 2 – Complaints Procedure for the quality of Service provided, Provider lowers the cost, relatively to the extent of lower quality, the cost of Service charged to User for poorly provided service for the period starting from



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the day of relevant written notification to the moment of poor service removal. The means of a refund is stated in Complaints Procedure.

6. The Quality of Service, Related Property Sanctions

- 6.1. Provider agrees to provide User with Service is such quality when monthly accessibility of Service achieves the level of 99,96% (server cluster services) and 99,96% (data storages).
- 6.2. Monthly accessibility of Service is calculated as follows: the duration of Service in the month minus the duration of the inaccessibility of Service divided by the duration of Service times 100. The periods are counted as whole minutes accessibility is expressed in percents rounded to one decimal place. The period of inaccessibility is defined as a period within the duration of Service in the month, when User was not able to use Service fully.
- 6.3. In case that the inaccessibility of Service is in a calendar month lower than its accessibility stated in paragraph 6.1. of this article, User is entitled to ask the cost reduction according to table 1 or table 2 and in accordance with conditions stated in Complaints Procedure.

Tab. No. 1 (Cluster server services)

Monthly Accessibility of Service	Monthly Price Reduction of
99,95% - 99,94%	5%
99,93% - 99,91%	10%
99,9% - 98,8%	15%
98,7% - 99,5%	20%
98,4% - 98,0%	25%
Lower than 97,9%	30%

Tab. No. 2 (Storage Servers)

Monthly Accessibility of Service	Monthly Price Reduction of
99,8% - 99,6%	5%
99,5% - 99,3%	10%
99,2% - 99,0%	15%
98,9% - 98,0%	20%
97,9% - 97,0%	25%
Lower than 97%	30%

- 6.4. Besides the claim stated in point 6.3. Provider is not obliged to pay for damages caused in effect of the failure to provide Service or failed Service. Provider is not obliged to replace to User or to any third party (i) any lost income, profit, business opportunities or any other indirect, random or subsequent damages replacement, not even (ii) any personal harm resulted or suffered as a result of Service failure and/or defect in equipment that had been provided according to this contract, not even (iii) any other obligation resulting or connected to Contracts or relation between User and former client(s).



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7. Force, Effect and Termination of Contract

- 7.1. This Contract is entered for an indefinite period
- 7.2. This Contract can be unilaterally terminated with the 60days period (cluster servers) 90days period (storage servers) of notice, starting from the first day of a calendar month immediately following the month in which the written notice had been delivered to the other side, unless the notice period is longer.
- 7.3. This Contract can be unilaterally terminated before the periods stated in par. 7.2. in the following cases:
- 7.3.1. Provider loses privileges for providing Service
- 7.3.2. In case the property of either contractual parties is declared bankrupt or denied its proposal for the reason of the lack of assets or if there is composition proceedings initiated with either contractual party, or either of Contractual parties enters into liquidation.
- 7.3.3. Provider is entitled to resign from Contract in case that they will not be able to provide Service for serious technical or operational reasons,
- 7.3.4. For the reason of substantial breach of contractual obligations
- a) For substantial breach of contractual obligations from Provider's side is considered:
- Provider is for the period longer than 30 calendar days in the delay with the establishment of Service;
 - Provider is not able to provide Service for the period longer than 24hours, outside interruptions of network other than in the structure of Provider or the repair is of such nature that fulfilment of this period cannot be reasonably required, and this fact was not caused or connected with Provider.
- b) For substantial breach of contractual obligations from User's side is considered:
- User is in delay with the payment in accordance with this contract for more than 40 days;
 - User uses in spite of written notice Service in breach of contract or legislation;
 - User had violated obligations connected to Provider's equipment, or the obligation connected with the cooperation during establishment and providing of telecommunication service.
- 7.4. Furthermore, User is entitled to resign from Contract in case that unilateral price increase for Service substantially exceeds the previously agreed price for Service according to point 5.1., providing that this increased price for Service exceeds the price for which it is usual to provide the same or comparable service in the time of price increase. User can resign from Contract in accordance with this paragraph in the time period of 30 days after they get notice about the price increase, otherwise this right expires. Contract in this case expires in effective day of price increase for which User resigns.



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- 7.5. Unilateral resignation from Contract must have written form. This contract expires with the resignation act in the day the other party receives the notification, if not agreed otherwise.
- 7.6. Contract resignation does not affect the rights and obligations formed until Contract expires.

8. Notification

8.1. If not stated otherwise in this contract, all notifications in accordance with this contract are made in written form and in English language and they are given or posted to relevant representatives of the parties determined in accordance with this article:

Provider:

Area	Name, Surname	Connection (address, tel., , email)
Provider's Emergency Service	ADVICE FORGE "Help Desk"	Advice Forge Ltd, 145-157 St. John Street, London, EC1V 4PW, Company Number 8674127 T: 0191 4685336 E: info@adviceforge.co.uk

- 8.2. Any notification is considered properly transmitted or delivered if it is sent by email and confirmed by the recipient.
- 8.3. Contractual parties are entitled to change unilaterally contact persons and other facts listed in the tables in point 8.1. The change is effective towards the second contractual party in case it is delivered to the responsible representative of the other contractual party. If this person is not determined, than it must be delivered to the address stated in the header of Contract.

9. Confidentiality of Information

- 9.1. Contractual parties consider confidential all information about the other party that result from Contract or that they learn in connection with its fulfilment, and this information are not to be disclosed to third party without written permission of the other contractual party. The obligation of confidentiality applies also after the termination of Contract.
- 9.2. User hereby gives consent to Provider with the use of their name, trade name, as a referential customer of Provider.
- 9.3. In case of higher requirements on confidentiality, i.e. protection of transmitted data, that exceed the possibilities of Provider, it is the matter of User to take relevant measures on their side in order to ensure confidentiality (e.g. installation of encryption/decryption device to their terminals).

10. Other Arrangements



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- 10.1. Provider is entitled to gather personal data and information about User and User's representatives that are necessary for evidence, accounts, service management, protection against misuse of Services, for the purposes of network or connected networks operation and for the purposes of other cooperation with User. This data can be used by Provider in accordance with the law of the Provider's country. .
- 10.2. All devices and software provided by Provider in order to run Service are and stay in the property of Provider.
- 10.3. In case that some of the provision of this Contract is or will happen to become invalid or ineffective, other provisions of this Contract stay valid and effective. Parties of Contract agree to replace invalid or ineffective provisions of this Contract by other provision, valid and effective, which best matches in its content and sense the content and sense of the original provision.
- 10.4. Contract is made out in an electronic way.
- 10.5. Contractual parties here declare that they have read Contract, understand its content and as evidence of consent they attach their signatures.
- 10.6. This contract can be changed only by numbered written annexes. Each annex must contain registration no. of Contract with designation that it is the modification of Contract.
- 10.7. This contract comes into force the day of Service order and effect with the day of service delivery stated in Service Specification.

The following annexes are an integral part of Contract:

Annex 1 – Service Specification

In London on:

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ADVICE FORGE Ltd

Peter Sedmihradsky

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CEO