

PUBLIC OFFER No. 2 "On the Provision of Virtual Infrastructure Services"

City of Saransk

IT SPACE LLC (hereinafter the "Supplier"), represented by General Director Kirill Dmitrievich Oborin, acting on the basis of the Charter, hereby publishes this offer (public offer) in accordance with Articles 435–437, 421, and 425 of the Civil Code of the Russian Federation (hereinafter the "Russian Civil Code") addressed to any legal entities and individual entrepreneurs (hereinafter the "Client"), collectively referred to as the "Parties".

1. General Provisions

1.1. This document constitutes a public offer (an offer to conclude a contract) made by the Supplier. Acceptance of the offer shall be the Client's performance of the actions specified in clause 1.3 hereof.

1.2. The contract is concluded by the Client's accession to this offer in its entirety, without signing a paper copy of the contract.

1.3. Acceptance of the offer is deemed to be the Client's payment of the invoice issued by the Supplier for the provision of the Services for one calendar month in advance. By making such acceptance, the Client indicates its full and unconditional agreement to the terms of this offer.

1.4. This offer governs the relations arising from the provision of virtual infrastructure services. The Services are provided under the IaaS (Infrastructure as a Service) model and are governed by Chapter 39 of the Russian Civil Code on paid provision of services (Articles 779–783 of the Russian Civil Code).

1.5. The Services are not intended for use by individuals for personal, family, or household needs. The Law of the Russian Federation "On the Protection of Consumer Rights" does not apply to the relations between the Parties.

1.6. The provision of the Services is governed by the Federal Law of 27.07.2006 No. 149-FZ "On Information, Information Technology and the Protection of Information". Services for the provision of computing power and storage may be recognized as hosting services within the meaning of

149-FZ, and accordingly the Supplier is entitled to identify the Client in the manner established by law.

2. Subject Matter

2.1. The Supplier undertakes to provide the Client with services for the lease of dedicated virtual computing resources (KVM/Hyper-V virtual servers, NVMe disks, a dedicated channel), S3 object storage, as well as backup and monitoring services (hereinafter the "Services").

2.2. The Services are provided on the basis of the Supplier's infrastructure facility. The term "Supplier's infrastructure facility" means the technical infrastructure under the Supplier's control and management, including with the involvement of infrastructure subcontractors (white-label).

2.3. The composition and volume of the resources provided are determined by the configuration selected by the Client. A configuration is a set of technical parameters of the virtual server and (or) other Services (the number of vCPU, the volume of RAM, the volume of NVMe disks, the operating system, additional options) selected by the Client. The Supplier provides the possibility of creating individual (non-standard) configurations.

2.3.1. As a reference for the selection, the Supplier offers standard ready-made configurations (indicative parameters and prices are available on the Supplier's website and in the Client's personal account). Under the Tariff in this Offer, the price terms of the selected configuration are understood:

VPS tariffs (hosting websites, landing pages, web projects, test environments):

- "VPS Start" (KVM, Linux): 2 vCPU, 4 GB RAM, 40 GB SSD — from 1 590 ₺/month;
- "VPS Start Windows" (Hyper-V): 2 vCPU, 4 GB RAM, 40 GB SSD — from 1 290 ₺/month;

1C tariffs (1C:Enterprise 8.3 server + DBMS, includes backup):

- "1C-5 Linux" (KVM, PostgreSQL): 4 vCPU, 8 GB RAM, 80 GB SSD, up to 5 users — from 3 450 ₺/month;
- "1C-5 Windows" (Hyper-V, MS SQL; MS SQL license — separately, clause 3.5): 4 vCPU, 12 GB RAM, 100 GB SSD, up to 5 users — from 3 790 ₺/month;
- "1C-15 Linux" (KVM, PostgreSQL): 6 vCPU, 14 GB RAM, 120 GB SSD, up to 15 users — from 5 500 ₺/month;
- "1C-15 Windows" (Hyper-V, MS SQL; MS SQL license — separately, clause 3.5): 8 vCPU, 20 GB RAM, 140 GB SSD, up to 15 users — from 9 100 ₺/month;

- "1C-25 Linux" (Hyper-V, PostgreSQL): 8 vCPU, 24 GB RAM, 160 GB SSD, up to 25 users — from 9 200 ₺/month;
- "1C-25 Windows" (Hyper-V, MS SQL): 8 vCPU, 28 GB RAM, 180 GB SSD, up to 25 users — from 9 150 ₺/month.

All 1C tariffs include backup (7 days — for tariffs up to 15 users, 14 days — for 25-user tariffs). Microsoft SQL Server and RDS CAL licenses are not included in the base price and are provided upon request.

2.3.2. S3 object storage is provided by volume: from 2,5 ₺/GB/month (the price includes replication between nodes and encryption at rest; outbound traffic and requests are not charged).

2.3.3. The prices for the standard configurations indicated in this clause are indicative ("from" prices). The final cost of the selected configuration, including an individual one, is determined by the Supplier based on the Client's application and is confirmed by the issued invoice.

2.3.4. The Supplier is developing the possibility of configuring and ordering the Services directly in the Client's personal account (online configurator). Until the launch of the corresponding functionality, applications are accepted by email at support@cloudb2b.ru or by phone at 8 (800) 550-67-04.

2.3.5. Additional technical administration services (provided at the Client's request, not included in the base configuration price):

- Hourly work of a technical specialist (server configuration, troubleshooting, consulting): 4 500 ₺/hour;
- Basic administration (monthly support): from 5 000 ₺/month (the exact price and scope of services are determined individually, published in the Client's personal account or agreed upon in a separate document).

2.3.6. Hosting locations: the Client's virtual resources are hosted in data centers in the Russian Federation (Moscow), the Republic of Kazakhstan (Almaty), or the Republic of Uzbekistan (Tashkent). The location is determined when placing an order based on the Client's region and is specified in the invoice. Data transfer between locations is performed only upon agreement with the Client.

3. Rights and Obligations

3.1. The Supplier is entitled to:

3.1.1. Suspend the provision of the Services in case of the Client's breach of the payment terms or the legislation of the Russian Federation.

3.1.2. Require the Client to provide reliable information for identification in accordance with 149-FZ.

3.2. The Supplier is obliged to:

3.2.1. Ensure the provision of virtual resources in the volume of the selected configuration.

3.2.2. Maintain the operability of the Supplier's infrastructure facility.

3.3. The Client is entitled to:

3.3.1. Use its own 1C software licenses on the provided virtual servers.

3.4. The Client is obliged to:

3.4.1. Make timely payment for the Services in the manner provided for in Section 4.

3.4.2. Not use the Services for unlawful activities, the distribution of spam, or the circumvention of technical copyright protection measures.

3.4.3. For the purposes of fulfilling the obligation to exercise due diligence in the selection of a counterparty (Article 54.1 of the Tax Code of the Russian Federation), the Client undertakes to provide the Supplier with, within 3 (three) business days from the date of payment: (a) a company card (name, INN, KPP, OGRN, legal and actual addresses, bank details, contact details); (b) an extract from the EGRUL not older than 30 (thirty) calendar days; (c) a document confirming the authority of the person who signed the documents (for the head of the entity — information from the EGRUL, for any other person — a power of attorney). If the service purchased is related to a licensed type of activity, the Client additionally provides a copy of the license/permit/extract from the SRO register. For contracts with a value of 300 000 (three hundred thousand) rubles or more per year (based on 12 calendar months), the Client additionally provides an extract from the Russian Federal Tax Service's "Legal Entity Assessment Service" (PDF, signed with the tax authority's electronic digital signature; verified via QR code or verification code) and/or a report from the "Transparent Business" service. If the documents are not provided within the specified period, the Supplier is entitled, before the start of the Services, to refuse to connect the Client or to suspend the provision of the Services until the documents are provided; in case of refusal to connect, the prepayment shall be refunded to the Client in full within 10 (ten) business days, and the suspension period shall not be included in the paid period; such suspension caused by the Client's fault does not constitute a breach of the Supplier's obligations.

3.5. Operating system (OS) licenses: (a) for virtual servers with the Linux operating system, distributions with a free license are used (paid licenses are not required for the Client); (b) for virtual servers with the Windows Server operating system, the license for the base Windows Server operating system is included in the cost of the corresponding Tariff; (c) licenses for remote access (RDP/RDS CAL) and for server software (Microsoft SQL Server and others) are not included in the cost of the Tariff and are provided separately, on a paid basis, upon the Client's advance request on terms agreed by the Parties.

4. Price and Payment

4.1. The cost of the Services is determined on the basis of the configurations selected by the Client and the tariffs for S3 storage. Prices may vary depending on the hosting location; changes in prices are made in accordance with clauses 7.3–7.4 of this Offer. Current prices are published on the Supplier's website and in the Client's personal account.

4.2. Payment for the Services is made ONLY by non-cash means (bank transfer) against the invoice issued by the Supplier. Online payments (bank cards, the Fast Payment System) are not provided for and are not accepted.

4.3. A condition for the provision of the Services is full prepayment for one calendar month in advance before the start of the billing period.

4.4. An invoice is issued by the Supplier exclusively upon a request from the Client, sent to the email address support@cloudb2b.ru or via the form on the Supplier's website (and also by phone). The request for an invoice must include: the name of the Client (legal entity or individual entrepreneur), INN, KPP (if any), address and contact details, and the list of the Services and configurations ordered.

4.5. The date of payment is deemed to be the date on which the funds are credited to the Supplier's settlement account.

4.6. In case the provision of the Services begins in the middle of a calendar month, the cost is calculated proportionally to the number of remaining days in the month.

5. SLA and Quality of Services

5.1. The Supplier ensures a service availability level (SLA) of no less than 99.9% during a calendar month.

5.2. The technical support service's response time to incidents is no more than 15 minutes. Support is provided on a 24/7 basis.

5.3. In the event of scheduled maintenance works, the Supplier undertakes to notify the Client no less than 3 (three) days before their commencement. The time of the scheduled works is excluded from the availability calculation.

5.4. The requirements for availability and response time do not apply in the following cases:

- the occurrence of force majeure circumstances;
- failures on the side of public communication networks (the Client's internet providers);
- improper actions (or inaction) of the Client itself that resulted in the unavailability of the resources.

6. Data and Security

6.1. The Client's data is stored on the Supplier's infrastructure facility.

6.2. The Supplier ensures the security of the Client's data by:

- encrypting transmitted data using TLS protocols;
- encrypting data at the disk level;
- isolating virtual machines (VMs) from each other;
- providing access to the data only to authorized persons of the Client and to authorized employees of the Supplier.

6.3. The Supplier performs daily backups of the Client's data. The retention depth of the backups is up to 14 days (included in the cost). If it is necessary to increase the retention depth or the volume of the backups, a paid calculation formula is applied.

6.4. In accordance with the Federal Law of 27.07.2006 No. 152-FZ "On Personal Data", the Supplier acts as the person processing personal data on behalf of the Client (if such data is processed within the framework of the Services). The Client is the personal data operator and is responsible for the collection of such data and the lawfulness of its placement on the Supplier's infrastructure facility. The personal data processing policy is available on the Supplier's website (<https://cloud.cloudb2b.ru/pdn.html>).

7. Term, Renewal, and Price Changes

- 7.1.** The contract enters into force upon its acceptance by the Client (receipt of payment) and remains in effect until the Parties have fully performed their obligations.
- 7.2.** The provision of the Services is extended for the next calendar month provided that a request for an invoice is received from the Client and is paid on time.
- 7.3.** The Supplier is entitled to unilaterally change the cost of the Services (Tariffs) no more than once (1) in 6 (six) months.
- 7.4.** The Supplier notifies the Client by email of any change in the cost no less than 30 (thirty) calendar days before the changes take effect. The renewal of the Services for a new term after the notification means the Client's agreement with the new prices.

8. Liability

- 8.1.** The Parties are liable for the non-performance or improper performance of their obligations in accordance with the legislation of the Russian Federation.
- 8.2.** Neither Party is liable to the other Party for lost profits and consequential (indirect) damages.
- 8.3.** The Supplier's material liability to the Client is limited to the amount of the monthly subscription fee paid by the Client for the billing period in which the incident occurred.

9. Termination and Fate of Client Data

- 9.1.** The contract and the provision of the Services terminate upon the expiry of the paid period in the case of non-renewal (non-payment for the next month).
- 9.2.** Upon termination of the provision of the Services, the Supplier stores the Client's data on the infrastructure facility for 30 (thirty) calendar days from the date of the end of the paid period.
- 9.3.** During the said 30-day period, the Client retains the right to retrieve and export its data.
- 9.4.** After the expiry of the 30-day period, the Client's data is irretrievably deleted from the Supplier's infrastructure facility with no possibility of recovery.
- 9.5.** In case the Client refuses the Services before the end of the paid period, the Supplier shall refund the paid amount reduced proportionally to the actual number of calendar days of the paid

period for which the Services were actually rendered. The refund shall be made within 10 (ten) business days from the date the Supplier receives the Client's application.

10. Force Majeure

10.1. The Parties are released from liability for the non-performance of their obligations if it was caused by force majeure circumstances (fire, flood, earthquake, acts of state authorities, and others) that arose after the conclusion of the contract.

10.2. A Party is obliged to notify the other Party of the occurrence of force majeure within a reasonable time.

11. Disputes

11.1. All disputes and differences are resolved through negotiations.

11.2. In the event of failure to reach an agreement, the dispute is submitted for consideration to the Arbitrazh Court of the Republic of Mordovia in accordance with the legislation of the Russian Federation.

12. Final Provisions

12.1. The Supplier is entitled to make changes to the text of the offer. The changes enter into force upon publication of the updated version on the website <https://cloud.cloudb2b.ru/oferta.html>, unless otherwise stated in the text itself.

12.2. In all other matters not regulated by this offer, the Parties are guided by the applicable legislation of the Russian Federation.

13. Company Details

Supplier:

IT SPACE LLC

OGRN: 1091326001018

INN: 1326210809

KPP: 132601001

Legal and actual address: 430005, Republic of Mordovia, Saransk, Kommunisticheskaya St., 89

Phone: 8 (800) 550-67-04, 8 (8342) 37-64-04

Email: support@cloudb2b.ru

Bank details:

Beneficiary customer: Ay Ti Speys (LLC)

Address: KOMMUNISTICHESKAYA STR., 89, SARANSK, RUSSIA

Account number (RUB): 40702810920000259891

SWIFT: LCTCRUMMXXX

Bank identifier code: 044525104

Correspondent account: 30101810745374525104

Beneficiary bank: LIMITED LIABILITY COMPANY BANK TOCHKA

City, country: Lane. 3rd Krutitsky, bld 11, premises 7N, Moscow, Russia, 109044

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