

**KOMPaaS.tech GmbH**  
**Appendix No. 3 to the Offer**  
**Agreement on the provision of Virtual PBX Services**

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## **Appendix No. 3 to the Offer**

### **Agreement on the provision of Virtual PBX Services**

#### 1. Description of Service

1.1. The Operator's activities are to provide the Subscriber with access to the system of virtual automatic telephone exchange (SaaS) Service, including the provision of disk space to the Subscriber for use.

1.2 The functionality of the Virtual PBX Service (hereinafter referred to as VPBX) is:

- Voice menu IVR
- Call forwarding
- Unified short number plan
- API
- Online monitoring
- Greeting
- Record of conversations
- Black and White lists
- Call hold
- Transfer a call
- Call Statistics
- Routing Constructor
- Voice Mail
- Virtual fax
- Select a number for an outgoing call
- Integration with CRM systems
- Speech-to-Text/Text-to-Speech
- Prompter
- Robot Controller

1.3 For the provision of access to the Service VPBX Operator provides the Caller access to the MyKOMPaaS Account, system information and inquiry Services: information on fees, status of customer's account, as well as other Contract information and referral Services, stipulated by legislation.

#### 2. The procedure for providing access to the Service

2.1. Activation of the Service is carried out through the MyKOMPaaS Account by the Subscriber himself, or by the Operator's manager at the request of the Subscriber.

2.2. The Operator notifies the Subscriber on the completion of the complex of works on connecting the Subscriber to the Service by informing the Subscriber in a short text message. In short text message, the Subscriber receives credentials to access the Service.

2.3. To access the Service, the Interface is used, and credentials are used for authorization in the Interface.

2.4. The Operator provides the Subscriber with access to the Service if it is technically possible, including considering the parameters declared by the Subscriber.

2.5. Access to the Service is provided to the Subscriber from the moment the Subscriber connects the Service and until the Operator refuses to provide the Service by the methods specified in Section 13 of the Offer, or until the Service is terminated by the Operator, in accordance with the procedure specified in clause 13.1 of the Offer.

2.6. The start date of the Service is the date when the Operator provides access to the Service.

2.7. The use of the Service is carried out through the Interface using the Credentials received by the Subscriber.

2.8. From the moment of activation of the Service until its disconnection, the Subscriber is granted the right to access the Service.

2.9. From the moment of activation of the Service until the moment of its disconnection, the Operator provides the Subscriber with disk space on the hardware and software complex for the purpose of storing all the Subscriber's data created when using the Service. The Operator does not have access to and does not analyze the Subscriber's data and files placed by the Subscriber on the disk space provided to it. The Subscriber is fully responsible for all information contained on the disk space provided to him by the Operator for use, and undertakes to comply with the requirements of the current legislation and these Terms and Conditions.

2.10. The Subscriber has the right to add/remove Users of the Service independently in the MyKOMPaaS Account.

2.10.1 The Service is disabled by the Subscriber independently using the methods defined on the Operator's website [www.kompaas.tech](http://www.kompaas.tech).

2.10.2 No later than the day following the date of disconnection of the Service, the data of the Subscriber and Users within the framework of this Service is automatically archived for 90 days, followed by the deletion of all data without saving them.

2.10.3 Disabling the Service may be made by the Operator unilaterally and extra judicially in accordance with clause 13.1 of the Offer in the event of termination of these Terms, and in the event of a breach by Subscriber of the requirements for payment Services.

2.10.4 The Operator may unilaterally disable the Service for the Subscriber in case of a violation of the requirements of Section 4 of the Offer, provided the Subscriber is notified at least 30 (thirty) calendar days in advance via the MyKOMPaaS Account (if such a notice is applicable). The Subscriber shall have the opportunity to remedy the violation within this period. If the violation persists, the Operator may proceed with disconnection and require compensation for any losses incurred due to the Subscriber's breach of clause 4.7 of the Offer, with prior written notice.

3. Cost and payment procedure for the Service

3.1. Payment for Services provided to the Subscriber is in order and the size according to the Agreement, the present Agreement, in accordance with the composition of the Services specified in MyKOMPaaS Account and the pricing published on the website [www.kompaas.tech](http://www.kompaas.tech).

3.2. Monthly payments provided under the Services specified in MyKOMPaaS Account, this Agreement and the rates published on the website [www.kompaas.tech](http://www.kompaas.tech) start to apply from the date of Service activation.

3.3. The Subscriber, in accordance with the terms of the Agreement and clause 3.1 of this Agreement, makes a payment to the Operator's account. If the Subscriber does not transfer the payment in full within 30 (thirty) calendar days after receiving the corresponding invoice in accordance with clause 3.1 of this Agreement, the Operator's obligations arising from this Agreement do not arise and this Agreement terminates.

3.4. The Operator returns the payment made by the Subscriber to the Subscriber within 10 working days after receiving the corresponding written application from the Subscriber in the following cases (in this case, this Agreement terminates from the moment of payment refund):

- in case of unilateral termination of this Agreement by the Subscriber before connecting to the Service;
- if the Operator is unable to eliminate the reasons that caused the Subscriber's written reasoned refusal of the Service.

#### 4. Restrictions (features) of the provision of the Service

4.1. Operator is not responsible to the Subscriber for the poor-quality provision of Services and/or failure to provide Services, incurred in connection with delay and disruption technical platforms and transport networks and/or communication networks, the occurrence of which is no fault of the Operator.

4.2. The Subscriber is responsible for any actions of third parties performed on behalf of the Subscriber through its Subscriber Number and through its Subscriber device when using the Services.

4.3. The Subscriber agrees to maintain the confidentiality of its Credentials. The Subscriber is responsible for any actions performed with the use of the Credentials, as part of the use of the Service. The Subscriber undertakes to immediately notify the Operator of any unauthorized use of the Credentials. The Subscriber undertakes not to post information when using the Service, the protection of which is subject to special requirements in accordance with the legislation, and assumes all risks associated with the loss of control over the information.

4.4. The Operator under no circumstances assumes any responsibility under the Agreement and these Terms for:

- a) any actions and / or omissions that are the direct or indirect result of the actions / omissions of any third parties;
- b) any indirect losses and / or lost profits of the Subscriber and/or third parties, regardless of whether the Operator could have foreseen the possibility of such losses or not.

4.5. Listed in paragraphs 4.1. - 4.4. of this Agreement limits (features) of the provision of Services are not the circumstances of inadequate Service provision, and are not grounds for nonpayment and/or allocation of fees.

4.6. By accepting this Offer, the Subscriber agrees to the above restrictions (features) of the Service provision. If the Subscriber does not want to use the Service with the restrictions (features) specified in these Terms, the Subscriber has the right to disable the Service in accordance with the procedure provided for in Section 3 of these Terms. Until the Service is disabled, the Subscriber must pay for the Service in the amount and in the manner specified in Section 4 of the Offer.

4.7 The actions of the Users of the Service provided to the Subscriber by the Operator to connect, manage, use the Service and disable it are considered the actions of the Subscriber.

4.8 The actions and / or omissions of the Subscriber referred to in these Terms and Conditions, are understood as actions and/or omissions of the Service User.

## 5. Additional terms and conditions

5.1. The Operator has the right to complete or partial interruption of the provision of Services related to the replacement of equipment, software or other scheduled work caused by the need to maintain the operability and development of the network for a total period of no more than 4 hours within a month, notifying the Subscriber at least 5 calendar days before this interruption. Full or partial interruption of the provision of Services related to the conduct of emergency recovery work is allowed for a period of no more than 2 hours during the month.

5.2. These Terms and Conditions come into force from the moment of their publication on the Operator's Website [www.kompaas.tech](http://www.kompaas.tech). Subscribers are notified of the change or termination of these Terms and Conditions by posting on the Operator's website [www.kompaas.tech](http://www.kompaas.tech) at least 30 (thirty) calendar days prior to the entry into force of such amendments. These Terms and Conditions shall be deemed amended or cancelled from the date specified in the relevant notice. If, after the changes come into force, the Subscriber does not send a refusal to accept the changed Terms to the Operator within 30 (thirty) calendar days from the date of publication of the changes in the Terms, and also continues to use and/or pay for the Service provided by the Operator under the new terms after the changes come into force, such changes are considered accepted by the Subscriber.

5.3 The Subscriber has the right to unilaterally terminate this Agreement and cancel the VPBX Service from the date of the end of the tariff write-off period, through the MyKOMPaaS account or by notifying the Operator no later than 10 days before the end of the tariff write-off period.

5.4 If the Subscriber violates the terms of payment for Services, the Operator has the right to suspend the provision of Services until the violation is eliminated, notifying the Subscriber. In case of failure to eliminate such violation within 2 (two) months from the date of receipt by the Subscriber of the notification (in writing) of the intention to suspend the provision of Services, the Operator has the right to unilaterally terminate this Agreement.