

Contract for the Provision of Services

On the one hand, Proservice Ltd (hereinafter referred to as “the Performer”) and on the other hand, the receiver of services (hereinafter referred to as “the Client”) hereby sign up this contract and agree on the mutually beneficial activities as provided below:

1. Subject matter of the Contract

1.1. The parties agree under this contract that “the Performer” shall provide “the Client” with the services specified in paragraph 1.2 in accordance with the Client’s will during the validity period of this contract.

1.2. The services specified in paragraph 1.1 of this contract include:

Creation of “domains” dns recoding for “the Client”, 24 hour storage – web/mail hosting in internet, for which “the Performer” will allocate a disk space for the Client” on his/her own server for rent (in accordance with the requested technical parameters in case of virtual and physical server) as referred to during the registration. In addition, guaranteed up-time amounts to 99, 5%.

2. The content of the contract

2.1. The parties agree that they will perform the obligation undertaken by this contract accordingly and in a timely manner.

3. Terms of Payment

3.1. The parties agree that the price of “the Order” shall be defined in the national currency Gel in accordance with the selected package and as per the official rates indicated on the webpage which might be corrected national currency against the foreign currency. According to 3.2 paragraph, “the Client” shall undertake the responsibility to pay the amount of the money specified in 3.1. Paragraph online as per the invoice after he/she expresses the consent on the contract as well as in every following period as per the cycle selected by the Client in advance in accordance with the invoices sent by the billing system.

4. Release from the Responsibility

4.1. The parties shall be released from all responsibilities undertaken by this contract if the non-performance or partial performance of the responsibilities is due to the irresistible (force major) circumstances. Such circumstances include: hostilities, natural disasters, sabotage, arson, blockade, electricity crisis, modifications to the law and other events which make it impossible to perform the duties in a proper manner. 4.2. Upon the completion of force-major circumstances the parties shall fulfill all the obligations undertake by this contract.

5. The liabilities of the Parties

5.1. “The Performer” shall be liable: to monitor the servers owned by himself/herself in a continuous mode and care for their safety, save the reserve copy of the webpage (if any) in every 3-10 days and restore it from the reserve copy in case the webpage is damaged due to unauthorized access. Given the fact that there is not 100% guarantee that files might be damaged and/or delete, “the client” is liable to

copy the information in reserve uploaded on the servers in his/her personal computer and/or CD/DVD disks and not to leave the copies only on servers.

“Proservice” Ltd shall not be liable for the loss of the files placed on the servers of users. “Proservice” Ltd makes recommendations for users to save the reserve copies once a week. Besides, “the Performer” shall not be liable for safety of the software applied in the web space allocated for him/her.

5.2 “The Client” shall be liable to fulfill the obligations specified in 3.2 paragraph within the period on time prescribed by this contract;

5.3. “The Client” shall undertake not to upload or use to send or place a content on the server which is: - illegal, threatening, abusive, breaches copyrights, promotes racial, religious, sexual, social discrimination and stirs hatred, contains harassment towards specific persons and organizations; - violates minors rights, which may harm them in any form;- violates or restricts the rights of minorities; - upload, send, transfer or placement of the content in any other manner which do not permit you to publicize as per Georgian legislation or any other agreement; - upload, send, transfer or placement of the content in any other manner which deal with any patent trademark, commercial secret or encroaches upon the rights of thirds person. Upload, send, transfer or placement of the content in any other manner which contain spam(including search) , unknown e-mail addresses; - upload, send, transfer or placement of the content in any other manner which contain viruses and the other computer codes, files and programs which are defined for the functional restriction, violation and destruction of programs, computers and telecommunication means. Additionally, publishing of commercial programming products, serial numbers, codes, passwords and other information, that will allow the unauthorized accessibility of internet in the paid resources as well as provision of link regarding the aforesaid information; - accumulation and storage of information about the third persons; - presence of the third persons in the network in any form; intentional violation of Georgian legislation and international standards.

5.4. “The Performer” shall be authorized to suspend the provision of services to the “Client” if the latter fails to pay the price of the services in a timely manner for 15 working days delay when he/she maintains the data of “the Client” on his/her server (e-mail, web page base etc.), and to delete all the data of the client from the server for 30 working days delay without any notification. 5.5. The interested party shall be obliged to terminate the contract unilaterally in case of non-performance or undue performance of the obligations undertaken by this contract for which the parties do not have any responsibility to send any advance notification.

6. Confidentiality

6.1. “The Performer” undertakes the responsibility to keep the confidentiality of the materials maintained on his/her server and not to store or disseminate or transfer to the third party.

7. Dispute Resolution

7. The parties shall take all actions to solve any dispute arising from this contract through negotiations.

7.2. If it is impossible to solve the dispute through negotiations the parties shall be entitled to appeal to the court and settle the dispute in accordance with the procedure established by the Georgian Legislation.

8. Final Provisions

This contract shall be take effect from the day the Client completes online application and shall be valid until it is revoked by the parties.

8.2. Modifications and additions to this contract or its revocation shall be carried out on the basis of the mutual agreement between the parties.

In addition, the parties shall be liable to notify each other in writing about such modification or change if they are not at odds with the terms and conditions of this contract.

8.3. The online contract is drawn up in Georgian language which has a legal force and is mandatory for both parties.

8.4. This contract shall be governed in compliance with effective legislation of Georgia.

Bank Details of "Proservice" Ltd

Address: Tbilisi, Abashidze 42, 3 the entrance, apartment 26 s / k 204929168 JSC "TBC"

Bank: Bank Code TBCBGE22A / a GE28TB0600000303467561 contact@proservice.ge

Tel: 223 30 05, 243 00 44