

SERVICE CARD
Fiberax Backup as a Service

The BaaS Service offers the possibility of protecting electronic data, as well as archiving and searching for information. BaaS enables the restoration of secured system data in the event of their loss resulting from deletion, damage or a disaster at the User's data centre. The Service also allows for the attainment of data mobility through a migration functionality between on-premises locations and cloud computing environments, aligning with the User's multi-cloud strategy.

1. DEFINITIONS

- 1.1. Whenever the following capitalized phrases are used in the further part of the Appendix, they shall mean understood in the following meaning, unless the context of their use clearly indicates otherwise:

BaaS / Service Fiberax Backup as a Service, a service provided by the Provider, in accordance with the description set out in section 3 of the Service Card.

Service Card this Appendix, which includes the Service Card for BaaS

Terms of Service Terms of Service of Fiberax sp. z o.o. or Terms of Service of Fiberax sp. z o.o. Services to Consumers

- 1.2. All terms beginning with a capital letter in this Appendix and not defined above shall have the meaning assigned to them in the Terms of Service.

2. SUBJECT

- 2.1. This Service Card governs the rights and obligations of the Party arising from the User's use of BaaS.
- 2.2. The BaaS Service shall be provided on a self-service basis — the User independently configures and manages the backup policy. On separate terms, the Provider shall be entitled to render BaaS in a managed model (managed), including, inter alia, creating and managing the backup policy for the User.
- 2.3. The detailed terms of use of the Service, including the selected billing model (lump sum, usage-based or mixed), are determined in the course of placing an order via the Website and bind the Parties upon their acceptance.
- 2.4. If you are a Consumer, this Service Card governs your rights and obligations regarding the use of BaaS. In this case, you are additionally bound by the Terms of Service of Fiberax sp. z o.o. Services to Consumers, available at the following link: https://fiberax.com/documents/Fiberax_B2C_Regulations.pdf, which constitutes an integral part of this Service Card. The Service Card, together with the above-mentioned Terms of Service, is binding on you from the moment you accept the Terms of Service and its appendices without any changes.
- 2.5. If you are an entrepreneur, this Service Card regulates your rights and obligations regarding the use of BaaS. In this case, you are additionally bound by the Terms of Service of Fiberax sp. z o.o., which can be found at the following link: https://fiberax.com/documents/Fiberax_B2B_Regulations.pdf, which constitutes an integral part of this Service Card. The Service Card, together with the above-mentioned Terms of Service, is binding on you from the moment you accept the Terms of Service and its appendices without any changes.
- 2.6. The Provider shall provide BaaS to the User, and the User shall to pay the Remuneration to the Provider, on the terms and conditions indicated in this Service Card and the relevant Terms of Service (depending on whether you are a consumer or a business).

3. SERVICE DESCRIPTION

- 3.1. BaaS is a solution enabling the protection of data regardless of their location, in particular the creation of backups of data from physical servers, virtual machine and container platforms, storage devices, databases, applications, workstations and laptops, as well as services on cloud platforms.
- 3.2. The User, via the Website, may order ready-made BaaS products. The scope of available functionalities depends on the selected product and may be specified each time in the Provider's offer or documentation.
- 3.3. Where additional software required to integrate BaaS with the User's systems is used and such software is supplied by a third party, the User confirms that it possesses exhaustive information concerning the said software, including its supplier, and consents to its use for the provision of the Service.
- 3.4. BaaS is built on technologies of leading software vendors, including, inter alia, Veeam.
- 3.5. The User shall be granted access to an administrator interface (e.g., Veeam Service Provider Console, where applicable to a given product) enabling the User's technical personnel to manage BaaS, including, inter alia, changing the configuration of the Service and defining backup policies.
- 3.6. Unless agreed otherwise, the Service operates in a Self Service model, under which the User is responsible in particular for placing data under protection, i.e., determining which data are to be protected, integrating the Service with protected systems, managing backup plans, monitoring backup processes, restoring data, as well as supporting end users. As part of backup plans, the User's administrator defines retention (the period of storing backups) and the schedule/frequency of performing backups. Failure by the User to report non-compliance of backup execution parameters with the User's adopted policy shall constitute confirmation that activities are conducted in accordance with the User's intentions.
- 3.7. As part of the Service, the Provider has no influence over:
- the correctness, completeness or integrity of protected data, i.e., the User's data copied/replicated under BaaS,
 - the possibility of recovering the User's data from backups due to reasons attributable to the User's operating environment (e.g., in the User's IT infrastructure or recovery procedures) or external platforms.
- 3.8. The Provider recommends that the User conducts periodic recovery tests to confirm the possibility of restoring the User's IT environment, including verification of recovery procedures as well as the completeness and integrity of data protected within BaaS.
- 3.9. The standard scope of cooperation with the User under BaaS may be extended by professional services, priced individually in each case depending on the scope and arrangements between the Provider and the User. If professional services are agreed by the Parties, they shall

be performed by the Provider in a recommendatory manner, as well as other activities under the cooperation. The determination of systems/data to be placed under protection and the decisions on applying appropriate parameters, measures and safeguards, etc., rest with the User

- 3.10. The Provider shall not be liable for errors, defects, security vulnerabilities, and interruptions in the availability of software originating from third parties. Any claims by the User in this respect may be pursued on the terms and within the limits of the warranty granted by such third party.

4. MINIMUM TECHNICAL CONDITIONS

- 4.1. In order for the User to use the Services, the following minimum technical requirements shall be met:
- having a device with Internet access with an installed web browser (the latest version possible; for security reasons, the Provider may not ensure compatibility with older browser versions) supporting HTML and JavaScript technologies and the SSL protocol;
 - access to the Internet;
 - the systems covered by protection must be compatible with Veeam software or other software indicated by the Provider in separate communications or on the Website. Compatibility requirements are available on the software producer's website;
 - access to the administrator interface requires a compatible web browser in accordance with the producer's requirements;
 - it is necessary to meet configuration requirements, e.g., granting appropriate permissions and ensuring disk space for the installation of software (e.g., Veeam), in accordance with the producer's requirements
 - compatibility requirements are available on the software producer's website; in the case of Veeam software: <https://helpcenter.veeam.com/docs/>.

5. START OF SERVICE

The provision of BaaS shall commence upon the User gaining

6. CHANGE IN THE SCOPE OF SERVICES PROVIDED

- 6.1. The User may be granted the right to independently (e.g., via the account or interface) extend the scope of the Services during the term of the Agreement, in accordance with the Provider's current offer. Resource consumption is recorded automatically and is subject to billing.
- 6.2. If the User has concluded the Agreement for a fixed term: a change of the scope of the Services in the above manner results in an automatic extension of the Services for the full period indicated in the order (initial, and, where applicable to the User, as later amended).
- 6.3. The activation of the aforesaid resources may depend on Provider's actions, in particular where the increase in resources is significant in relation to the initial order. In the event of a sudden increase that has not been announced, the Provider shall use reasonable efforts to ensure continuity and stability of the Service but does not guarantee the availability of such resources.
- 6.4. If the User has concluded the Agreement under a lump sum billing model: in the event of independently reducing the scope of the Services, e.g., the number of protected systems/users below the order (initial, and, where applicable to the User, extended during the cooperation) prior to the expiry of the Agreement, the payment shall not be reduced.
- 6.5. Changes to the scope of the Services that go beyond the standard methods available, e.g., increasing the storage space available to the User or enabling functionality requiring additional BaaS components, must be agreed directly with the Provider.
- 6.6. Any extension of the scope of the Services shall be effected in accordance with the Price List (as indicated on the Website) and the Provider's current offer.

7. STABILITY OF THE USER ENVIRONMENT

- 7.1. The Provider shall use reasonable efforts to maintain the continuity and stability of the Service in the event of full utilization of the BaaS capacity ordered by the User. The User hereby authorizes the automatic expansion of the BaaS capacity in the event of full utilization of the capacity ordered by the User. Such automatic expansion is treated as a temporary measure and entails the automatic charging of a fee in accordance with the Provider's applicable Price List, proportionate to the increased resources. This does not relieve the User from the obligation to formally extend the scope of the Service where the increase in data protected under BaaS is not of a temporary nature.
- 7.2. The User undertakes to inform the Provider of planned significant increases in the volume of data protected under BaaS, including the utilization of the BaaS capacity, so as to enable the Provider to duly adjust the resources.

8. REMUNERATION RULES

- 8.1. The Remuneration for the provision of BaaS may be charged under two billing models specified in each order and in the Provider's current offer:
- lump sum (subscription) model: the remuneration is lump sum for the resources specified in the order and constitutes the value agreed by the Parties of the total fees due for the User's use of the Service in a given settlement period, as set out in the Price List indicated on the Website. Separate remuneration rules may apply to additional functionalities or professional services (always specified in separate communications with the User). Unless agreed otherwise, in the event of exceeding the resources specified in the order, the remuneration shall be settled in accordance with the Price List on the basis of actual consumption defined as the maximum consumption/maximum number of protected data/systems/users/licenses in the given settlement period;
 - usage-based model: the remuneration constitutes the value of the total fees due for the User's use of the Service in a given settlement period, in accordance with the Price List indicated on the Website. The Parties may provide in the order for a minimum consumption guaranteed by the User. In such case, if the remuneration determined under this paragraph for the usage-based model, due for a given settlement period, would be lower than the value of the guaranteed minimum consumption (expressed in EUR or PLN net), the User shall pay the Provider, for that settlement period, a remuneration in the amount of the value of the guaranteed minimum consumption, either for the provision of the Services or for the Provider's readiness to provide the Services on the terms set out in the Agreement.
- 8.2. The lump sum Remuneration is charged in advance at the beginning of each settlement period. The usage-based Remuneration is charged in arrears at the end of each settlement period.
- 8.3. With regard to Pre-Paid Users, point 6 of the Terms of Service shall apply to Remuneration. The Service Card shall apply to the manner of providing Tariff Units.

9. DURATION OF THE AGREEMENT AND ITS TERMINATION

- 9.1. The Agreement shall be concluded for a fixed term counted from the date of commencement of BaaS provision, or for an indefinite period in accordance with the User's choice made when placing the order and the current functionalities of the Website.
- 9.2. In the case of an Agreement concluded for an indefinite period: either Party may terminate the Agreement in the scope of this Appendix by written notice or by email, under pain of nullity, with one month's notice, effective at the end of the calendar month.
- 9.3. In the case of an Agreement concluded for a fixed term: the User may terminate the Agreement in the scope of this Appendix at any time, with one month's notice, effective at the end of a calendar month, only for important reasons indicated in the notice, which important reasons shall be circumstances beyond the User's control.
- 9.4. If the Agreement is terminated after the commencement of the period for which it was concluded, the Provider shall not be obliged to refund any amounts paid by the User for the purchase of BaaS.
- 9.5. In the case of an Agreement concluded for a fixed term: in the absence of a written or e-mail notification by the User to the Provider of the intention to terminate the performance of the Agreement within the scope of application of this Service Card upon the expiry of the period referred to in point 9.1 above, the Agreement in the above-mentioned scope shall be transformed into an agreement concluded for an indefinite period. The notification referred to in the preceding sentence, in order to be valid, must be delivered to the Provider no later than 15 days before the expiry of the period referred to in point 9.1 above. In the event of the transformation of the Agreement, in accordance with this paragraph, into an agreement concluded for an indefinite period of time, either Party may terminate the Agreement with respect to the application of this Service Card under the rules set out in point 9.2.
- 9.6. In the case of an Agreement concluded for a fixed term: In the event that the Agreement is terminated by the User for reasons other than gross/material breach of the Agreement by the Provider, or in the event of termination of the Agreement by the Provider for reasons related to the User in accordance with the procedure specified in the Terms of Service, the User shall pay to the Provider a contractual penalty in the amount of:
 - a. the total monthly lump sum (subscription) fee for the Service multiplied by the number of months remaining until the end of the term of the Agreement (counted as each commenced calendar month from the date of expiry of the notice period up to and including the date referred to in point 9.1. above inclusive) and
 - b. an amount corresponding to the Provider's Remuneration for resources settled in the usage-based model, calculated as the average monthly resource usage over the last 12 months prior to termination of the Agreement (if the Agreement has lasted less than 12 months, the average monthly usage over the entire term of the Agreement shall be used) multiplied by the number of months remaining until the end of the term of the Agreement (counted as each commenced calendar month from the date of expiry of the notice period until the date indicated in point 9.1. above inclusive).The payment of the contractual penalty shall not exclude the Provider's right to seek compensation exceeding the amount of the penalty, under general rules.
- 9.7. The Provider may terminate the Agreement in the scope of this Service Card with 90 days' notice if the Provider decides to discontinue the provision of BaaS Services in whole or in part or for other important reasons.

10. AMENDMENTS TO THE SERVICE CARD

- 10.1. This Service Card constitutes a standard contract template within the meaning of Article 384 § 1 of the Civil Code.
- 10.2. Amendments to this Service Card shall be subject to Section 3 of the Terms of Service.

List of attachments:

1. Attachment number 1 – SLA;
2. Attachment number 2 – Terms of Service.

Standard Service Level Agreement

1. DEFINITIONS

Service Failure (SF)	a case in which the Service is unavailable due to the fault of the Provider, i.e. it is completely impossible to access it for more than 30 consecutive minutes, excluding Scheduled Maintenance Work
Measurement Period (MP)	the number of days in a given calendar month multiplied by 24 hours.
Availability Zone	the geographic region in which the data centers hosting the Services are located, tj. PL_Warsaw – UTC +1 (winter), UTC +2 (summer) time zone.
Scheduled Maintenance Work (SMW)	the period announced in advance of at least 7 calendar days, during which maintenance work may be carried out resulting in a complete lack of access to the Services or restrictions on access to the Services, and which does not exceed 180 minutes in total per calendar month; Scheduled Maintenance Work will be carried out only between 10:00 p.m. and 5:00 a.m. of the geographic time zone for the Availability Zone

2. SUBJECT

- 2.1. The SLA is an integral part of the Agreement and sets out the rights and means of their enforcement by the User in relation to the quality of the provision of the Services.
- 2.2. This SLA applies only to the User and applies only to the BaaS Services provided by the Provider under the Agreement.

3. SERVICE LEVEL

- 3.1. The Provider shall exercise due diligence to maintain the Service parameters at a constant level specified in the SLA.
- 3.2. The Provider may unilaterally, at any time, cover the SLA of new Services and start providing existing Services using equipment/infrastructure with more advanced parameters.
- 3.3. On the terms specified by the Provider in the SLA, for each failure to meet the conditions of specific parameters of the Services, caused by the Service Failure, the User will be granted a discount on a part of the future Remuneration at the Provider's request and in accordance with the SLA.
- 3.4. The discount referred to in point 3.3 above is a type of gratification unilaterally granted to the User by the Provider, including as part of the activity of his business (if User is an entrepreneur), in particular this gratification does not constitute compensation or the so-called post-transaction discount (reduction of the remuneration already paid), to which the SLA does not apply. The discount granted exhausts your SLA entitlements.

4. MEASUREMENT

In each Measurement Period, the Provider will periodically measure the level of availability of the Services, using software and hardware elements capable of measuring the level of availability of the Services on the terms set by the Provider.

5. SERVICE AVAILABILITY

- 5.1. The Provider guarantees the availability of the BaaS at the level of 99.5% determined according to the following formula:

$$\text{Availability} = \frac{(\text{MP} - \text{SMW}) - \text{SF}}{\text{MP} - \text{SMW}}$$

- 5.2. Subject to the terms, conditions and exceptions provided for in the SLA, if the level of availability of the BaaS provided by the Provider falls below the level specified in point 5.1 above for a period of a calendar month, the User is entitled to apply for a discount of 200% of the Remuneration that would have been due for the period during which the service was unavailable (in the case of a lump sum settlement, the Remuneration determined in proportion to the time of unavailability of the BaaS).

6. NOTIFICATIONS

- 6.1. Service Failure or its elements may be reported to the Provider 24 hours a day, seven days a week, on the terms set out in this point 6.
- 6.2. User service in the field of requests takes place through the FIBERAX User Service Center (Single Point of Contact for the User), e-mail address: support@fiberax.com.
- 6.3. The FIBERAX User Service Center is the User's single point of contact for all operational issues and operates 24/7.

7. GRANTING OF A DISCOUNT

- 7.1. In order to receive a discount for a part of the Remuneration, please contact the following e-mail address: support@fiberax.com., within 30 days from the end of the calendar month in which the level of availability described in the SLA has not been achieved for a given Service, and indicate the elements of the Service and the period for which the User is entitled to the discount.

- 7.2. If it is determined that the requested discount is due in accordance with the SLA, it will be granted within 14 days from the receipt by the Provider of the notification in accordance with point 6 above and included in the invoice for the next settlement period, and if the amount of the agreed discount is higher than the value of this invoice, also to the invoice for the next settlement period (to the extent unused, the discount expires).
- 7.3. A discount on a part of the Remuneration may be made only for the benefit of the User who complies with the provisions of the Agreement, in particular who makes timely payments of the Remuneration.
- 7.4. Improper use of the Services will result in the User being deprived of the possibility to apply for a discount on part of the Remuneration in accordance with the SLA.
- 7.5. The SLA sets forth the entirety of your remedies with respect to Service Failures and defects covered by the SLA, subject to the following sentence.
- 7.6. Discounts granted expire on the last day of the Agreement, regardless of the reason for its expiration.

8. EXCLUSIONS

- 8.1. The User will not be refunded a part of the Remuneration for the breach of SLA parameters if the Service Failure was caused or related in particular to:
 - a. circumstances over which the Provider has no real control, in particular acts of public authority, war, insurrection, sabotage, embargo, fire, flood, strike or other circumstances disrupting the Provider's work, unavailability or delay in services provided by third parties to the User or the Provider, software errors provided by third parties, cyber-attacks (including DDoS);
 - b. a fault or failure of software or hardware controlled by the User;
 - c. the act or omission of User or anyone acting on User's behalf, or the use of the Services in a manner contrary to the Agreement;
 - d. apparent SLA breaches reported as a result of failures or errors of any of the Provider's measurement systems;
 - e. in the event that the User uses a single network link between its data centers and Fiberax, the Provider shall not be liable for the unavailability of the Service as a result of a failure of the network link as well as the network equipment on the Provider's side that supports this link (due to the single point of failure and the lack of technical possibility to ensure redundancy in the operation of the single link also on the Provider's side). In this case, the unavailability of the service will not be included in the SLA,
 - f. if the User exceeds the resources defined in the order (if defined), including BaaS capacity, the Provider will make efforts to ensure the continuity of the Service within the available resources. However, due to the dynamic nature of the User's processes and the possibility of unforeseen circumstances, the Provider cannot guarantee the uninterrupted and correct provision of the Service in such a situation,
 - g. a Service error / bug that is not covered by the SLA.