



A Tier 4 Data Center

Daticum

DATICUM AD (ДАТИКУМ АД)
A SIRMA GROUP COMPANY
135 TSARIGRADSKO SHOSE, SOFIA 1784, BULGARIA
TEL: +359 2 9768 301, FAX: +359 2 9768 311
<http://www.daticum.com>



Terms and Conditions

1. General:

- 1.1. Daticum AD provides you (the client) its services under the compliance of all written agreements with you. This incorporates these Terms and Conditions, Written Contract, Privacy Policy and any Signed Annexes.
- 1.2. The client is responsible for all aspects of the software licenses. He must provide the require license for the rented equipment. The Provider is not legally responsible for any license related issue.
- 1.3. This Agreement shall be governed and construed in all respects in accordance with the laws of the Republic of Bulgaria.
- 1.4. If you do not agree with these Terms and Conditions and all associated agreement, you are prohibited from using the services.
- 1.5. The client will be notified if any amendments have been incorporated in the Terms and Conditions. All written agreement will require a signed annex to amend.

2. Restrictions:

- 2.1. Customer undertakes when using services provided by the Provider to: do not load, do not send or use in any way and not make available to a third party any information, data, text, sound files, software, music, photos, graphics, video or audio materials, messages or any other materials:
 - 2.1.1. Contradictory to Bulgarian legislation, the applicable foreign laws or morality
 - 2.1.2. Containing a threat to life and integrity of the human body; promoting discrimination based on sex, race, education, age and religion; preaching Fascism, racist or any other antidemocratic ideology
 - 2.1.3. Containing pornography or any other content that threatens the normal psychological development of under-aged persons or violates the norms of morality and good manners
 - 2.1.4. Containing child pornography, sexual violence as well as hyperlinks to pages with similar content
 - 2.1.5. The content of which violates the rights or freedoms of the people under the Constitution and laws of the Republic of Bulgaria or international regulations to which Bulgaria is a party
 - 2.1.6. Which are commercial, personal or professional secrets or other confidential information
 - 2.1.7. Subject to copyright, except in cases of possession of that right or with the consent of its holder
 - 2.1.8. Infringing any property or non- property rights or legitimate interests of third parties, including property rights, intellectual property rights, etc



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- 2.1.9. Derogating the authority of another and calling to forceful change the constitutionally established order, to commit a crime, to violence against individuals or kindling of racial, national, ethnic or religious enmity
- 2.1.10. Containing information about foreign-owned passwords or access rights without the consent of their owners as well as software for access to such passwords or rights.

3. Remuneration of Services:

- 3.1. The agreed amount under Art. 3 in the written agreement are paid from the first to the fifth day of the start of any calendar month.
- 3.2. The Client is required to perform timely its payment obligations to the Provider.
- 3.3. In case the Client has failed to pay on time the due remuneration or to perform any obligation, and the delay lasts for more than 7 (seven) days, the Provider has the right, after 24 (twenty-four) hour written notice to the client, to suspend providing of services. Providing of services is restored after the consideration is paid, respectively when the malicious act is terminated or its effect eliminated.
- 3.4. In case the Client delays payment of remuneration to the Provider, the Client owes to the Provider a penalty amounting to 0.3% (three tenths of a percent) of the overdue amount for each day of delay.
- 3.5. Daticum will not return any fees for services, except in instances which there was a violation of the signed written agreement and SLA.

4. Termination of Contract:

- 4.1. Termination of the Contract will occur in one of following cases:
 - 4.1.1. This Contract shall expiry on the date and year as mentioned in Art.2 of the written agreement. The contact may be renewed for additional periods on the same terms and conditions unless such terms and conditions are specifically changed in writing.
 - 4.1.2. The contract shall be terminated if both parties mutually agree in writing.
 - 4.1.3. This contract shall be terminated upon termination with liquidation of one of the parties.

5. Liability:

- 5.1. Both parties undertake not to disclose and to prevent the dissemination of information regarding technological knowledge and know-how without prior express written permission from the other party. The Provider must ensure confidentiality of Client's data given by the use of the services.
- 5.2. The Provider shall not be liable to Client for any failure or delay caused by events beyond Provider 's control, including, without limitation, Client's failure to furnish necessary information; sabotage; failure or delays in transportation or communication;



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failures or substitutions of equipment; labor disputes; accidents; shortages of labor, fuel, raw materials or equipment; or technical failures.

- 5.3. In no event Daticum or Daticum employees will be liable to you for any breaches, defaults, third party cost or damages which are not stated in the written agreement.