

General terms

These General Terms and Conditions are intended to regulate the relations between the users of the service, hereinafter referred to as Clients, and ClusterDesktop EOOD, Sofia, 16 gen, Gurko str., BULSTAT: BG204963177, represented by Emil Parashkevov, hereinafter referred to as the Provider granting the right to use hardware and/or software products, hereinafter referred to as the Service.

I. General provisions

1.1. The Provider agrees to provide the Customer with the Service and related additional services.

1.2. The specific conditions for providing the Service for each Customer are agreed in a Service Order.

II. Service feature

2.1. The Provider provides a set of hardware and/or software for the Customer's needs, as well as additional services, including but not limited to archiving, anti-virus protection, installation of additional hardware and/or software, system settings.

2.2. The Customer selects the parameters of the proposed service and assigns the Provider to store and manage the access and operation of its files for him.

2.3. The equipment may be in premises owned or rented by the Supplier or in those of the Customer.

2.4. The software products provided by the Supplier are not sold, but are licensed for use by the Customer.

2.5. The Service and related additional services are provided in accordance with the technical specifications in the Service Order.

III. RIGHTS and OBLIGATIONS OF THE SERVICE PROVIDER

3.1. To provide the Client with a functioning Work Environment including Hardware parameters (processing power, disk space and RAM) and Software products (operating system and/or application software) together or separately.

3.2. To start providing the service within 10 working days after signing the Service Order.

3.3. To require the necessary identification of the Client according to the circumstances.

3.4. To provide conditions for permanent technical support of the services, except for cases where technical prevention is carried out with a view to protecting the equipment and communication infrastructure, improving the quality of the services offered or in force majeure circumstances.

3.5. To provide services related to the maintenance of the Client's files.

3.6. To provide user profile (account) maintenance services. The services can be both by providing assistance and service on the part of the Company, and by providing an opportunity for self-service.

3.7. The Provider does not monitor the information it stores, transfers or makes available when providing the Service, nor does it look for facts and circumstances indicating the performance of illegal activity and is not responsible for the contents of the Client's files.

3.8. The Provider is not responsible for the content of the Client's files when the files contain materials that violate intellectual property, copyrights, licenses, agreements and any other rights, according to the law in force in the territory of the Republic of Bulgaria.

3.9. The Provider is not responsible for the content of the Client's files when the files contain material that is defamatory, threatening, offensive, pornographic, bigoted, inciting hatred, discrimination, crime or violation of law.

3.10. The Provider is not responsible for the content of the Client's files when the files contain material affecting the integrity of the person and the right to private life or any other right of a third party.

3.11. The Provider is not responsible for limiting access to the Service and loss of information in the event of non-fulfillment of the terms of the contract by the Customer, in the event of actions by the Customer harming the interests of the Company and/or those of another Customer, in the event of actions interfering with normal use of the Service and related fraud and/or abuse.

3.12. The Provider is not responsible if the Customer is unable to use. The Service in its full capacity due to lack of sufficient computer skills or due to lack of appropriate technical equipment on the part of the Client.

3.13. To perform all settings, configuration and installation of the Work Environment in accordance with the needs of the Client and the requirements of the license policy of the software manufacturers.

3.14. To provide parameters of the Service, according to specifications defined in the Service Order.

3.15. To provide suitable conditions for the technical functioning of the Service.

3.16. To provide the Customer with a name/names and password/passwords for remote access to all functionality of the Service.

3.17. To provide the Service with pre-installed and functioning software depending on the parameters selected by the Client and the licenses provided by the Client for software not provided by the Provider.

3.18. To ensure, according to its technical capabilities and according to the circumstances, the security of the technical equipment used to provide the Service.

3.19. To receive remuneration from the Client for the Services provided.

3.20. To carry out constant supervision of the technical serviceability of the Service.

3.21. To limit the Parameters when carrying out technical maintenance of its premises and equipment or changing elements of the communication infrastructure.

3.22. To temporarily limit the parameters in order to protect the security of its communication infrastructure.

3.23. To receive additional remuneration from the Client for Additional Services in connection with the use of the Service.

3.24. To perform additional services, only after reaching an agreement with the Client.

3.25. To require the identification necessary according to the circumstances from the Client when accepting instructions from him regarding the use or management of the Service.

3.26. To limit or terminate temporarily and permanently the use of the Service, if it finds that the Customer is using it in bad faith or in violation of Bulgarian legislation or good morals.

3.27. To limit or terminate temporarily and permanently the use of the Service, if it finds that the Customer is using it in bad faith, in violation of the General Terms and Conditions, as well as the laws in force on the territory of the Republic of Bulgaria and the European Union.

3.28. To limit or terminate temporarily and permanently the use of the Service if the credit limit is exceeded, if it is not paid.

3.29. The Provider provides the necessary assistance to the state authorities in the lawful exercise of their powers in connection with the conduct of procedural and investigative actions, including providing information about the Customer and the Service, providing the Customer's personal data;

3.30. In order to protect the personal data processed by the Client, to provide the possibility to store all the Client's information on the Provider's servers in an encrypted form, with the encryption being carried out with an appropriate SSL certificate. The only copy of this certificate is kept by the Customer. The desire for encryption is stated in the Service Order

3.31. Upon request in the Order for services, the Supplier undertakes to provide, upon request from the Client, information on the log-ins in the Client's workspace. Log in, log out or disconnect is entirely the responsibility of the Customer.

3.32. In the case of encryption of the Customer's information, the Provider does not have access to the encrypted data, and the only way in which the Provider can provide technical assistance to the Customer is through a remote access program, the launch and use of which is controlled solely by the Customer.

3.33. When applying in the Service Order, the Client can use a second level of authentication, which is carried out by means of e-mail.

IV. RIGHTS and OBLIGATIONS OF THE CLIENT

4.1. To work with the software products without changing, modifying or using them in any other way except for the sole purpose of using their functionality in the form of online services.

4.2. To prevent unauthorized installation, use, copying, access and distribution of the software products and their license keys.

4.3. Not to transfer in whole or in part its rights and obligations under the contract to third parties, without the express written consent of the Supplier.

4.4. Not to share your username and password with others.

4.5. Not to use someone else's username and password.

4.6. Not to overload the network in any way.

4.7. Not to allow any change in the settings of the Service/working environment in any form.

4.8. To exercise control over its employees not to remove, alter or obscure intellectual rights, trademarks and other designations contained in the software products.

4.9. To exercise control over its employees not to install other software in the Work Environment, not to copy and distribute to third parties the installed software products and their license keys. If unlicensed software products are found in the Work Environment, the Customer owes 125% of the current price of these products.

4.10. To provide access to the systems to carry out regular reviews in case the software products are installed on hardware located on the Customer's premises.

4.11. To pay the Provider the agreed remuneration for the use of the Service.

4.12. To use the Service in good faith and in accordance with the legislation of the Republic of Bulgaria and the European Union.

4.13. To use the Service as intended and in a way that does not harm other customers of the Provider or its communication infrastructure.

4.14. To use and manage the Service only remotely (at a distance) using the username and password provided by the Provider.

4.15. Keep password information secure and not disclose it to anyone. Provider shall have no liability for disclosure, use or loss of data resulting from failure to comply with the foregoing condition. The Customer should immediately notify the Provider if it finds that access data has been acquired by third parties and clarify the circumstances under which this happened.

4.16. Not to use the functionality of the Service in a way that does not correspond to its purpose (eg creating a proxy, etc.).

4.17. Not to independently install software other than the software expressly provided by the Provider when activating the Service.

4.18. To provide the Provider with licenses for its own software to be installed in its account(s). Products specified by the customer, which are not provided by the Provider, are installed on the Provider's servers only by an authorized distributor of the relevant software. Licenses for products installed on the Provider's servers at the customer's request, which are not provided by the Provider, are the full responsibility and liability of the Customer. In this case, the Customer is

responsible for the validity and number of licenses provided for installation and use. The Client agrees that the Provider cannot bear any responsibility for the licenses provided by the Client and used by the Client on the Provider's servers.

4.19. The customer undertakes not to use the Service to publish, distribute or provide in any way, data, messages, text, computer files or other materials that are contrary to Bulgarian legislation, applicable foreign laws, these terms and conditions, Internet ethics or good morals and that violate the rights of third parties such as: Copyright or related rights, trademarks, patent or other intellectual property rights, ownership rights, as well as any other property or non-property rights or legal interests of third parties; Representing a trade, business or personal secret or other confidential information; To publish, distribute or make available software or other computer files that contain viruses or other dangerous programs or their components; To publish or transfer pornographic and illegal materials; To publish data, messages, text, computer files or other materials containing a threat to human life and bodily integrity, propagating discrimination, preaching fascist, racist or other undemocratic ideology, the content of which violates human rights or freedoms according to the Constitution and laws of the Republic Bulgaria or international acts calling for a violent change of the constitutionally established order, for committing a crime, etc.

4.20. The customer agrees not to use the Service for sending unsolicited mail - "SPAM". Violation of this requirement is grounds for temporary suspension of the provided Service, of which the Provider notifies the Client. In case of repeated action, the Provider has the right to unilaterally terminate the provision of the service without warning.

4.21. To use the Service for its intended purpose in accordance with the agreed parameters.

4.22. To be provided with remote, telephone, round-the-clock support of the Service by qualified personnel of the Provider. Support of the Service does not include installation of software at the Customer's request, as well as providing advice on the development of software, sites, scripts, the use of content management programs and others.

4.23. If the Customer collects and processes data subject to regulation by Regulation (EU) 2016/679, the data must be encrypted.

4.24. The Customer consents to its data being on the Provider's servers, but the consent from the Customer to its customers is the Customer's obligation. Safeguarding the Customer's customer data is the responsibility of the Customer's employees.

V. PRICES AND PAYMENTS

5.1 For provision of the requested Service, the Customer shall pay a monthly fee and/or an additional fee, according to the Service Order.

5.2. The Customer pays the Provider a fee for the Service provided in the amount specified in the Service Order.

5.3. The Client shall pay the remuneration monthly, according to the terms and conditions specified in the Service Order and invoice issued at the beginning of the period. The price of the Service may be changed by the Provider. Notifies the Provider about the change in the price of the Service.

5.4. The customer can add to the requested Service additional services to use. The addition is effective immediately and the Supplier will charge the corresponding new prices.

5.5. The Customer can reduce the parameters of the Service and additional services.

5.6. The Provider has the right to provide the Customer with additional services related to the use of the Service against a separate fee payable by the Customer.

5.7. The customer has the right within 30 calendar days to refuse the use of the service and to terminate the contract, without notice and without giving a reason. In this case, the Customer owes the amount for the Service used for the last month.

5.8. The customer undertakes to pay a monthly amount depending on the quantity and type of requested hardware and/or software resources. Change in the amount of resources and prices may be made on a monthly basis.

5.9. Payment of the amounts will be made by bank transfer by the 20th /twentieth/ of the same month according to invoices issued by the Supplier based on the last Service Order.

5.10. To customers who do not pay the agreed amount for more than one month, the Provider may suspend the provision of services without notice from his side. Exercising this right does not release the Customer from the obligation to pay the monthly installments.

5.11. In the event of a change in the price of the software products, the Provider reserves the right to proportionally adjust the price of the Service, after written notification.

VI. Duration and termination of the Agreement

6.1. The contract enters into force from the date of its signing and has no fixed term.

6.2. In the event that the due fee is not paid within 5 days of the expiry of the term, access to the service may be suspended. This rule applies to each subsequent period without time limit.

6.3. The provision of the Service begins within 10 working days from the signing of the Service Order and after notification of its activation.

6.4. The contract is terminated:

6.4.1. By mutual agreement of the parties in writing;

6.4.2. In the event of a material breach of the terms of the contract after a 2-week period has expired from the submission of a written request for the removal of the breach from the party in good standing to the party in breach of the contract, in which time the breach has not been rectified;

6.4.3. In case of objective inability of one of the parties to the contract to fulfill its obligations;

6.4.4. When the equipment is seized or sealed by government authorities.

6.5. The provider has the right at its discretion, without giving notice and without paying compensation, to unilaterally terminate this contract, in case it finds that the services provided are used in violation of the legislation in the Republic of Bulgaria and/or the European Union.

6.6. The contract can be terminated at any time with 30 days notice. Within the scope of the notice of the termination of the Agreement, the Provider will terminate access to the working environment and/or uninstall the Software Products. The Customer is obliged to provide access in case the software products are installed on hardware located on the Customer's premises. After termination of the Agreement, the restriction that the Customer and its employees are not allowed to copy and distribute to third parties the installed software products and their license keys remains in force.

6.7. The notice is only valid if all of the Customer's obligations have been paid at the time of its submission.

6.8. If the Customer does not pay the amounts due on time, the Service Provider has the right to cancel the contract by giving a 30-day notice. If the Client does not pay the amounts due within the notice period, the Agreement is considered terminated.

6.9. If it is impossible to provide the services due to the Supplier's fault, the Customer has the right to cancel the Contract by giving a 10-day notice.

VII. Confidentiality

7.1. The parties undertake to comply with confidentiality requirements.

7.2. Confidential information is anything related to the organization and commercial activity of a party to the contract, including financial and accounting information, descriptions of equipment, personnel data, inventories, utility models and technological solutions, as well as cases of the company's practice, except of information that the party has expressly designated as non-confidential, of generally known facts or of information that the party itself has made publicly available (e.g. through commercial advertising, statements to the media, placement on its public website, etc.)

7.3. Each of the parties undertakes not to distribute confidential information to third parties in any form, and to require its employees and subcontractors to observe the same confidentiality restrictions. The restrictions under this point remain valid for a period of 1 (one) year after the termination of the contract.

7.4. Information regarding the essential elements of the contract, as well as advertising and other publication materials, may be distributed after reaching mutual agreement between the parties.

7.5. In case of violation of the confidentiality clauses, the guilty party owes the correct party full compensation for the damages caused.

VIII. Planned prevention

8.1. The Supplier carries out planned preventive maintenance, for which it notifies the Customer in writing within 10 (ten) calendar days before carrying out the activities.

8.2. Activities under this article may not exceed more than one scheduled preventive maintenance per month.

IX. Force majeure

9.1. Any case of force majeure or accidental event, representing circumstances of an extraordinary nature that could not have been foreseen at the time of the conclusion of the contract between the parties is force majeure. Acts of third parties beyond the Supplier's control, which have led to the impossibility of fulfilling the Supplier's obligations, are considered cases of force majeure.

9.2. The parties are not responsible for fulfilling their obligations in the event of force majeure for the duration of the force majeure or contingency. The waiver of obligations in this case does not apply to late payments due before the occurrence of the force majeure circumstances.

9.3. The party that is affected by force majeure circumstances is obliged to notify the other party immediately of the circumstances and restrictions imposed by them, as well as to make every effort to eliminate their effects and restore the normal performance of its obligations.

X. SANCTIONS AND PENALTIES

10.1. If one of the parties systematically violates and does not fulfill its obligations, the other may request its termination without prior notice.

10.2. The Provider is not responsible for the content of the information that the Customer stores in the Work Environment, as well as for damages caused to third parties as a result of using the software products.

10.3. In the event that the Customer terminates the Contract early, the Customer owes the Supplier the remuneration due until the end of the month.

10.4. In the event that this contract is unilaterally terminated by the Supplier due to the Customer's culpable failure to fulfill its obligations, the Customer owes the Supplier a penalty in the amount of the remuneration due for the remaining period of the contract.

10.5. Regardless of Art. 10.3 and Art. 10.4 in case of culpable failure to fulfill its obligations under this contract, the Customer owes the Supplier compensation for all direct damages suffered, which are a direct and immediate consequence of the failure to fulfill the contract.

10.6. The Customer undertakes to indemnify and hold the Supplier harmless from legal claims and other claims of third parties (whether or not justified) for all damages and costs (including attorneys' fees and legal costs) arising out of or in connection with with (1) non-fulfillment of any of the obligations under this contract, (2) violation of copyright, production, broadcast rights or other intellectual or industrial property rights and (3) illegal transfer to other persons of the rights granted to the Customer, for the term and under the terms of the contract.

10.7. The provider is not responsible in case of inability to provide connectivity or functioning of the technical equipment during a certain period of time due to force majeure, random events, internet problems, technical or other objective reasons, including orders of the competent state authorities.

10.8. The Supplier is not responsible for damages caused by the Customer to third parties.

XI. Others

11.1. These General Terms and Conditions may be amended by the Supplier, for which the latter shall notify the Customer in an appropriate manner.

11.2. The Customer agrees that any amendment and/or addition to these General Terms and Conditions will take effect after the explicit notification by the Supplier and if the Customer does not state within the 14-day period provided to him that he rejects it.

11.3. The Provider ensures publicity of the General Terms and Conditions by publishing them on its website located at the address myclusterdesktop.com in the General Terms and Conditions section, where the Customer can familiarize himself with them. The Customer can print them, and upon request, the Supplier provides them on a durable medium, including by sending the Customer's e-mail.

11.4. The Provider has the right to change the General Terms and Conditions by publishing them on its website located at myclusterdesktop.com in the General Terms and Conditions section and sends them to the Customer's e-mail at least 7 (seven) days before the changes become mandatory. In the event that these changes are not acceptable to the customer, the contract is automatically terminated from the date of entry into force of the new General Terms and Conditions, without requiring notice from any of the parties to the contract.

11.5. The Customer agrees that all statements of the Provider regarding changes to these General Terms and Conditions will be sent to the e-mail address specified by the Customer in the Service Order.

11.6. The Customer agrees that electronic letters sent pursuant to 11.3 do not need to be signed with an electronic signature in order to be effective against him.

11.7. Disputed issues will be resolved by mutual agreement, with the written consent of both parties, and the provisions of the legislation of the Republic of Bulgaria will apply to all unresolved issues.

11.8. The parties undertake to protect each other's rights and legal interests, as well as to protect their trade secrets, which have become their knowledge in the course of the work.

These general terms and conditions enter into force for all customers of the service from 04.06.2024.