

PUBLIC OFFER No. 1

For the Provision of Services for the Rental of 1C:Enterprise in the Cloud (SaaS)

Saransk

1. GENERAL PROVISIONS

1.1. This document constitutes a public offer (an offer to conclude an Agreement) by IT SPACE LLC (hereinafter — the "Supplier") addressed to an unspecified circle of persons (hereinafter — the "Client"), expressing the Supplier's intent to provide services for the rental of ready-made, installed and configured 1C:Enterprise systems in the cloud (SaaS) on the terms specified below.

1.2. In accordance with paragraph 2 of Article 437 of the Civil Code of the Russian Federation (hereinafter — the "CCRF"), this Agreement shall be deemed concluded at the moment the Client performs concludent acts (conduct) evidencing its acceptance of the terms of this Offer.

1.3. Acceptance of the Offer shall be the payment of an invoice issued by the Supplier on the basis of the Client's application submitted via the website, by telephone, or by e-mail.

1.4. This Offer shall apply to the relations arising between the Supplier and the Client in connection with the provision of services for remote access to 1C:Enterprise software (SaaS).

1.5. The Parties acknowledge that the relations between them are of an entrepreneurial nature (B2B). The Law of the Russian Federation "On the Protection of Consumer Rights" shall not apply to the relations between the Parties.

1.6. Terms and definitions:

1.6.1. "Services" — the Supplier's services for providing the Client with remote access to 1C:Enterprise information databases, ensuring technical availability, backup and technical support.

1.6.2. "Tariff" — the set of parameters of the provision of Services (number of users, databases, volume of disk space, type of access) and the price for one calendar month.

1.6.3. "Application" — the Client's request to the Supplier for the purpose of concluding the Agreement and the provision of Services.

2. SUBJECT MATTER OF THE AGREEMENT

2.1. The Supplier undertakes to provide the Client with Services for the rental of ready-made, installed and configured 1C:Enterprise systems in the cloud (SaaS), on its own or on resources leased from an infrastructure contractor, and the Client undertakes to accept and pay for such Services.

2.2. Access to the information databases shall be provided via a thin client, a web client, RDP, or terminal mode, depending on the Tariff selected by the Client.

2.3. In the course of providing the Services, the Supplier shall ensure:

2.3.1. Hosting of the Client's information databases (DBs) on its resources.

2.3.2. Daily backup of the DBs, with the copies retained for 2 (two) days (included in all Tariffs).

2.3.3. Technical support for the Client.

2.4. Tariffs and the price of the Services:

2.4.1. Basic SQL — up to 3 users, up to 3 databases (15 GB in total), access via thin client. Price: 2 450 ₺/month per user (workstation).

2.4.2. Standard SQL — up to 5 users, up to 5 databases (50 GB in total), access via RDP. Price: 3 150 ₺/month per user (workstation).

2.4.3. Pro SQL — any number of users, up to 10 databases (200 GB in total), access via terminal mode. Price: 3 700 ₺/month per tariff regardless of the number of users.

2.5. Additional options (beyond the parameters of the Tariff):

2.5.1. Additional database: 150 ₺/month (for Basic SQL), 130 ₺/month (for Standard SQL), 100 ₺/month (for Pro SQL).

2.5.2. Additional configuration: 600 ₺/month.

2.5.3. Additional disk space: 200 ₺/GB (in blocks of 5 GB for Basic, 10 GB for Standard, 20 GB for Pro).

2.5.4. Backup retention beyond 2 days: calculated based on the volume of the backup, equal to 10% of the volume of the Client's databases. Price for each additional day of retention: backup

volume (GB) × 30 ₺ (Tariff "Basic SQL") / 25 ₺ (Tariff "Standard SQL") / 22 ₺ (Tariff "Pro SQL") per 1 GB per day.

2.5.5. 1C programmer services (development, configuration customization, consulting): 4 500 ₺/hour.

2.6. The price of any Tariff includes the following configurations: "Accounting 8 (Бухгалтерия 8)", "Trade Management 8 (Управление торговлей 8)", "HR and Payroll 8 (ЗУП 8)".

2.7. The Tariffs are specified on a per-user (per-workstation) basis: price = number of users × tariff price. For the Tariff "Pro SQL", the number of users within the Tariff is not limited, and the Tariff is paid as a single amount per calendar month regardless of the number of users. The prices are specified per calendar month. Prices may vary depending on the hosting location; changes in prices, including those due to regional differences, are made in accordance with clauses 5.2–5.3 of this Offer. Current prices are published on the Supplier's website and in the Client's personal account.

2.8. The Supplier provides a free trial of the Services for a period of 7 (seven) calendar days, subject to technical feasibility.

2.9. Data hosting location: the virtual resources on which the Client's databases are hosted are located in data centers in the Russian Federation (Moscow), the Republic of Kazakhstan (Almaty), or the Republic of Uzbekistan (Tashkent). The location is determined when placing an order based on the Client's region and is specified in the invoice. Data transfer between locations is performed only upon agreement with the Client.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. The Supplier shall:

3.1.1. Provide the Services in the volume and in accordance with the parameters of the Tariff selected by the Client.

3.1.2. Ensure round-the-clock (24/7) monitoring of server availability and promptly remediate technical failures.

3.1.3. Ensure service availability of no less than 99.3% per month.

3.1.4. Provide, at the Client's request, copies of its DBs on the Client's own storage media.

3.1.5. Maintain the confidentiality of the Client's information.

3.2. The Supplier shall have the right to:

3.2.1. Suspend the provision of Services in case of the Client's breach of the terms of the Offer, as well as in case of delayed payment.

3.2.2. Carry out scheduled technical works (from 01:00 to 06:00 Moscow time) with prior notification to the Client by e-mail no later than 24 hours in advance.

3.2.3. If the average CPU (vCPU) load caused by the Client's use of the Services exceeds 60% for 5 (five) consecutive calendar days, review the amount of the subscription fee with prior notification to the Client in the manner and within the time limits provided for in clauses 5.2–5.3 of this Offer.

3.2.4. (moved to clause 3.3.5 — Client's obligations).

3.3. The Client shall:

3.3.1. Timely and in full pay for the Supplier's Services.

3.3.2. Not disclose access credentials to third parties and be liable for their actions.

3.3.3. Not use the Services for mass mailing (spam) and not violate the copyright and other rights of third parties, including the 1C software rights holders.

3.3.4. Provide accurate data upon registration and submission of the Application.

3.3.5. For the purpose of fulfilling the obligation to exercise due care in the selection of a counterparty (Article 54.1 of the Tax Code of the Russian Federation), within 3 (three) business days from the date of payment, provide the Supplier with: (a) a company profile card (name, INN, KPP, OGRN, legal and actual addresses, bank details, contact data); (b) an extract from the Unified State Register of Legal Entities (EGRUL) no older than 30 (thirty) calendar days; (c) a document confirming the authority of the person who signed the documents (for the head of the entity — information from the EGRUL; for any other person — a power of attorney). If the purchased service is related to a licensed type of activity, the Client additionally provides a copy of the license/permit/extract from the SRO register. For agreements with a value of 300 000 (three hundred thousand) rubles or more per year (based on 12 calendar months), the Client additionally provides an extract from the "Legal Entity Assessment Service" of the Federal Tax Service of Russia (PDF, signed with the electronic signature of the tax authority; verifiable by QR code or verification code) and/or a report from the "Transparent Business" service. If the documents are not provided within the specified period, the Supplier has the right, before the commencement of the Services, to refuse to connect the Client or to suspend the provision of Services until the documents are provided; in case of refusal to connect, the prepayment shall be refunded to the Client in full within 10 (ten) business days, and the suspension period shall not be

included in the paid period; such suspension attributable to the Client shall not constitute a breach of the Supplier's obligations.

3.4. The Client shall have the right to:

3.4.1. Refuse the Services at any time, in compliance with the termination procedure set forth in Section 4 of this Offer.

3.4.2. Contact the Supplier's technical support service.

3.5. 1C license terms: The Client uses licenses provided by the Supplier within the scope of the selected Tariff or, subject to agreement with the Supplier, has the right to use its own 1C licenses. The Client is prohibited from decompiling or disassembling the software, as well as from renting it out to third parties.

4. PRICE AND PAYMENT PROCEDURE

4.1. The price of the Services is determined in accordance with the selected Tariff and additional options.

4.2. Payment procedure: exclusively non-cash settlement (bank transfer) against an invoice issued by the Supplier. Online payments (bank cards, Fast Payment System) are not provided for.

4.3. For the standard Tariffs specified in clause 2.4, the Services shall be provided on the condition of full prepayment for one calendar month in advance, prior to the commencement of the Services. For non-standard configurations not specified in clause 2.4 and agreed by the Parties individually, full prepayment for six (6) calendar months in advance shall apply.

4.4. The payment invoice shall be issued by the Supplier upon the Client's Application. The Application is submitted by the Client to the e-mail address support@cloudb2b.ru or via the form on the Supplier's website and shall contain: the name of the Client (legal entity or individual entrepreneur), INN, KPP (if available), address and contact data, and the list of the Services being ordered. The Services shall commence exclusively after the funds have been credited to the Supplier's settlement account. The date of payment shall be deemed the date the funds are received in the settlement account.

4.5. When extending the Services for the next calendar month, the invoice shall be issued at the end of the current month.

4.6. In case the Services commence in the middle of a calendar month, payment shall be calculated proportionally to the number of remaining days in the current month.

4.7. Termination procedure and refund of funds:

4.7.1. In case the Client refuses the Services before the end of the paid period, the Supplier shall refund the paid amount reduced by the value of the actually rendered portion of the Services for the incomplete paid month. The value of the rendered portion for an incomplete paid month shall be calculated proportionally to the actual number of calendar days of the paid month for which the Services were actually rendered, taking into account the share of the additional options under clause 2.5 used during the same period. In case of prepayment for six (6) calendar months (clause 4.3), the amount for unused full calendar months shall be refunded in full. The refund shall be made within 10 (ten) business days from the date the Supplier receives the Client's application.

4.7.2. The refund shall be made to the Client's bank account within 10 (ten) business days from the moment of receipt of the corresponding written application.

4.8. The Supplier's remuneration shall be payable regardless of the actual use of the Services by the Client during the paid period.

5. TERM OF AGREEMENT AND PROCEDURE FOR TARIFF CHANGES

5.1. This Agreement shall enter into force at the moment of the Client's acceptance of the Offer and shall remain in effect until the full performance of the Parties' obligations.

5.2. The Supplier has the right to unilaterally change the Tariffs and the terms of the Offer no more than once every 6 (six) months.

5.3. The Supplier shall notify the Client of changes no less than 30 (thirty) calendar days before the changes enter into force, by publishing them on the website <https://cloudb2b.ru/oferta.html> or by sending a notification to the Client's e-mail address.

5.4. Payment of the invoice for the month following the notification of changes shall be deemed the Client's consent to the new terms.

6. LIABILITY OF THE PARTIES

6.1. The Supplier shall bear material liability to the Client exclusively within the limits of the amount of the subscription fee paid by the Client for one calendar month.

6.2. Neither Party shall be liable to the other Party for lost profits and indirect damages.

6.3. The Supplier shall not be liable for the inability to use the Services due to reasons beyond its control (failures at the Client's internet provider, malfunctions of the Client's equipment).

6.4. In case the service is unavailable for more than 2 (two) consecutive hours within a month, the Client shall acquire the right to free use of the Services for 2 (two) weeks in the following month. In case of unavailability for more than 4 (four) consecutive hours — for 1 (one) month free of charge. To receive the compensation, the Client shall be obliged to submit an application to technical support within 2 months from the moment of the failure.

6.5. In case the depth of the backup copies is found to be less than 2 days, the Supplier shall provide the Client with 1 (one) next calendar month of use of the Services free of charge.

7. PROCESSING OF PERSONAL DATA

7.1. In accordance with Federal Law No. 152-FZ of 27.07.2006 "On Personal Data" (FZ-152), the Supplier processes the personal data of the Client (name, full name, contacts) for the purposes of the performance of this Agreement.

7.2. The Client, being the operator of the personal data contained in the 1C DBs, shall bear full responsibility for their confidentiality and security. The Supplier is not the operator of the personal data contained in the Client's DBs and processes them on behalf of the Client in accordance with item 3, part 1, Article 6 of Federal Law No. 152-FZ.

7.3. The personal data processing policy is available at the following link:
<https://cloudb2b.ru/pdn.html>.

8. CONFIDENTIALITY

8.1. The Parties undertake to maintain the confidentiality of commercial and other information received from each other in the course of the performance of this Agreement.

8.2. The Supplier undertakes to take all necessary technical and organizational measures to protect the Client's DBs from unauthorized access.

9. FORCE MAJEURE

9.1. The Parties shall be released from liability for non-performance of obligations if it resulted from circumstances of force majeure (fire, flood, earthquake, acts of state authorities, etc.) that arose after the conclusion of the Agreement.

9.2. The Party affected by force majeure shall be obliged to notify the other Party within 10 (ten) days from the moment of their occurrence.

10. DISPUTE RESOLUTION

10.1. All disputes and differences shall be resolved through negotiations.

10.2. In case the dispute cannot be resolved through negotiations, it shall be subject to resolution by the Arbitration Court at the place of the Supplier's location (the Arbitration Court of the Republic of Mordovia) in accordance with the legislation of the Russian Federation.

11. FINAL PROVISIONS

11.1. The Agreement shall be deemed concluded in simple written form (Article 434 of the CCRF). Electronic document circulation between the Parties shall be carried out in accordance with Federal Law No. 38-FZ of 06.04.2011 (FZ-38).

11.2. All notifications and statements shall be sent by the Parties to the e-mail address: support@cloudb2b.ru.

11.3. In all other matters not regulated by this Offer, the Parties shall be guided by the applicable civil legislation of the Russian Federation (including Articles 435–437, 421, 425, 448–453, 779–782 of the CCRF).

12. REQUISITES AND CONTACTS

Supplier:

IT SPACE LLC

Full legal name: Limited Liability Company "Ay Ti Speys"

OGRN: 1091326001018

INN: 1326210809

KPP: 132601001

Legal and actual address: 430005, Republic of Mordovia, Saransk, Kommunisticheskaya St., 89

Phone: 8 (800) 550-67-04, 8 (8342) 37-64-04

Email: support@cloudb2b.ru

Bank details:

Beneficiary customer: Ay Ti Speys (LLC)

Address: KOMMUNISTICHESKAYA STR., 89, SARANSK, RUSSIA

Account number (RUB): 40702810920000259891

SWIFT: LCTCRUMMXXX

Bank identifier code: 044525104

Correspondent account: 30101810745374525104

Beneficiary bank: LIMITED LIABILITY COMPANY BANK TOCHKA

City, country: Lane. 3rd Krutitsky, bld 11, premises 7N, Moscow, Russia, 109044

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