**Standard form**

**Telecommunications Services Agreement (Bulk SMS)**

This Telecommunications Services Agreement **(Bulk SMS)** (hereinafter - the Agreement) is entered into 01.09.2020 between Kcell Joint Stock Company, operating under state license МТК #ДС 0000270 of 08.06.1998 issued by the Ministry of Transport and Communications of the Republic of Kazakhstan , BIN 980540002879, hereinafter referred to as the Operator, and the Client (hereinafter - SMS-Aggregator).

This Agreement is an accession agreement in accordance with the laws of the Republic of Kazakhstan. The conditions set forth in this Agreement can be accepted by the Participant - SMS-Aggregator only by acceding to the proposed Agreement as a whole, without any reservations or exceptions. The Agreement defines the terms of the telecommunications services provided on the basis of alphanumeric identifiers used for the provision of Bulk SMS service by the Operator to **SMS-Aggregator**. The Operator and SMS-Aggregator are hereinafter referred to as the "Parties" and individually as a "Party" or as stated above.

This Agreement supersedes the Public Telecommunication Services Agreement (Bulk SMS) previously signed with SMS-Aggregator (Registration Form #\_\_\_ of \_\_\_\_\_\_\_\_) to Public Agreement and other agreements related to this service

**1. Definitions**

**1.1.** In this Agreement and/or Annexes hereto the following terms as it may concern the application of the Agreement shall have the meaning as defined in this section, unless otherwise apparent from the context:

* + 1. **Service** – services of SMS-Aggregator, rendered to User through the provision by Operator of access to the service of SMS-Aggregator via the communication network of Operator, applying the Technical solution.
    2. **Content** – scope of the Service. SMS technology implemented within the scope of the Technical solution is used as a transport medium for the transmission of the Content via SMS-Aggregator to User.
    3. **Technical solution** – a complex of software and hardware facilities, developed and maintained by the Operator, which enables data transfer via SMS-Aggregator to User and/or from User to SMS-Aggregator using the Service over the communication network of Operator and/or other telecommunications operators by means of Identifiers and SMS technology. User may use the Service through the use of subscriber terminals compatible with the Technical solution. The Technical solution for the provision of Telecommunication services may include the following components:

1. Connection of SMS-Aggregator to the Identifiers of Operator and/or other network operators;
2. Provision of technical connection to allow Users to access the Services of SMS-Aggregator through the use of Identifiers, or through other methods agreed between the Parties;
   * 1. **Digital identifier** – a designation that consists of a set of digits, letter and/or combination thereof and is used to identify SMS-Aggregator as the sender and/or recipient of SMS within the Service.
     2. **Undefined SMS** - SMS-messages sent from the Common Identifier, without specifying the name of Sender or its trademark, brand, etc., allowing the identification of SMS-message sender. Undefined SMS-messages detected in SMS traffic of SMS-Aggregator are blocked by the Operator unilaterally without any notification of SMS-Aggregator. Undefined SMS-messages are identified by means of certified equipment with the SMS FW (SMS spam control) function based on a set of parameters, such as analysis of Common Identifiers, sender of incoming message, length of characters in the original message and in the received one, amount and nature of SMS traffic received from the identifier, etc.
     3. **User** – an individual or a legal entity who is a subscriber of the Operator's communication network and uses a mobile end user terminal that is capable of using the Service and who has provided consent to receive the Service.
     4. **Reporting period** – one calendar month, during which the Telecommunication services were rendered to SMS-Aggregator. 1.1.9. Telecommunication services–services of the Operator relating to provision and maintenance of the Identifier and ensuring technical connection for the Users to access the Service of SMS-Aggregator within the scope of this Agreement.
     5. **International A2P SMS** are messages identified by the Operator's equipment as SMS messages, originally generated by Business application in any country, including the Operator’s country, and/or those sent from the territory of any country and related to international / foreign OTT services, international / foreign partners (organizations, companies, etc.), as well as any mention of such organizations or companies or their international / foreign brand (trademark, logo, etc.), even if they have a representative office and / or registered legal entity in the Operator’s country.

International A2P SMS also include SMS sent from International Identifiers chosen by the Sender via SMS-Aggregator for sending International A2P SMS.

International A2P SMS are identified by certified equipment that support SMS FW (SMS spam control) and on the basis of a set of parameters, such as: analysis of the numeric and alphabetic identifiers of the sender of SMS traffic; the length of the original and incoming message; the amount and nature of SMS traffic received from the identifier(s), etc.

Business application-exchange of SMS messages between application (an automated system, platform) and user(s).

**OTT** (Over the TOP) is a method of providing video services via the Internet. The term means delivering a video signal from a content provider to a user's device over data networks.

1. **Subject of the Agreement**
   1. Under this Agreement, Operator provides SMS-Aggregator with the Telecommunication services using the Technical solution of Operator subject to the list and conditions provided for herein.
   2. SMS-Aggregator accepts and pays for the Telecommunication services rendered in accordance with the terms of this Agreement.
   3. SMS-Aggregator may not transfer or resell, either on its own or on behalf of the Operator, the Service to third parties in the absence of written approval of the Operator.
   4. This Agreement shall enter into force upon signing by the Parties and expresses unconditional consent of SMS-Aggregator to the terms of the Agreement and accession thereto in whole.
   5. This Agreement shall not govern the relations of the Parties related to International A2P SMS and, if detected, such International A2P SMS will be blocked by the Operator’s network equipment.

International A2P SMS include SMS related to International/foreign:

* payment systems;
* e-wallets and/or settlement systems;
* processing of e-payments;
* social media, international OTT applications;
* online gaming services;
* e-mail services, file hosting service, search engines;
* online booking systems;
* taxi services, car rental and car spare parts;
* bookmakers and online casinos;
* online media services, online cinemas, TV and music streaming services;
* online educational services;
* postal and delivery services;
* online stores;
* companies that develop, produce or sell cosmetics, medicines, sports nutrition and nutritional supplements;
* online consulting of brokerage companies and crypto-currency;
* smartphone manufacturers;
* recruitment services;
* airlines;
* Web-resources of the domain zone of a country other than the country of the Operator;
* mobile operators, except those registered in the Republic of Kazakhstan.

**3.** **Rights and responsibilities of the Parties**

3.1. Rights and responsibilities of Operator:

* + 1. Operator shall provide SMS-Aggregator with access to Technical Solution in accordance with the terms of this Agreement. At the request of SMS-Aggregator, Operator shall within 5 (five) business days email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ the terms of reference to SMS-Aggregator for connecting the equipment of SMS-Aggregator to the Technical solution. Connection of Identifiers or change of conditions of their provision shall be carried out based on SMS-Aggregator’s application within thirty (30) calendar days, on the 1st or the 15th of the respective month. Operator shall not be responsible for any delay in connection of Identifiers or change of conditions of their provision on the networks of other operators.
    2. Operator shall ensure 24/7 availability of Technical solution, except in cases provided for in this Agreement. Operator is not responsible for any malfunctions and failures of the Technical solution.
    3. Operator may change the Technical solution specifications at its discretion. In which case, Operator shall give SMS-Aggregator at least ten (10) business days’ notice of any planned changes to the Technical solution.
    4. Operator shall have the right to immediately and without prior notice to SMS-Aggregator, disconnect SMS-Aggregator from the Technical solution or make changes to the Technical solution in case of technical failures of its network or network accidents, faulty operation of SMS-Aggregator’s equipment, incorrect connection to Operator’s network, or when SMS-Aggregator’s software causes interference to Operator's network, as well as in other cases in order to prevent or eliminate technical malfunctions. In this case the Operator shall, within three (3) business days after disconnection notify SMS-Aggregator, via e-mail or telephone of the reasons of disconnection.
    5. Operator shall have the right to deny Services to SMS-Aggregator for legal reasons (including, but not limited to the inability to provide services due to the acts of third parties, enactments of state bodies, prohibitive acts of state bodies, suspected breach by SMS-Aggregator of this Agreement or the law while providing the Service and other reasons). In this case the Operator shall, within three (3) business days after disconnection notify SMS-Aggregator in writing, via e-mail or telephone of the reasons of disconnection.
    6. Operator shall have the right to suspend the provision of Services and disconnect SMS-Aggregator from the Technical solution, should SMS-Aggregator delay payments due hereunder for more than five (5) business days.
    7. Operator shall have the right, without prior notice, to suspend the provision of Services and disconnect SMS-Aggregator from the Technical solution for planned maintenance or repair activities. Such being the case, Operator shall give SMS-Aggregator at least five (5) business days’ notice in writing or via email.
    8. Operator may, at its own discretion, terminate the provision and maintenance of any Digital identifier in connection with the requirements of public authorities or third parties, which were provided with the appropriate Digital identifier by the authorized state body, or in the case of technical impossibility to maintain the Digital identifier, providing SMS-Aggregator with another Digital identifier of the same category at no additional charge, by notifying SMS-Aggregator not less than 5 (five) business days, unless another period is established by the state body. In case of refusal of SMS-Aggregator to use the newly provided Digital identifier, Operator shall have the right to unilaterally cancel the Agreement in whole or terminate the provision of Telecommunication services in respect of one or several Digital identifiers.
    9. Operator shall have the right to block unilaterally the Alphabetic Identifiers not used by SMS-Aggregator for 6 months and transfer them for use to other SMS-Aggregators.
  1. Rights and responsibilities of SMS-Aggregator:
     1. SMS-Aggregator agrees to promptly and fully pay for the Telecommunication services rendered by Operator.
     2. SMS-Aggregator agrees to comply with the requirements of the Operator to ensure proper and safe connection to and use of the Technical solution throughout the term of this Agreement.
     3. SMS-Aggregator shall provide the Operator with a detailed written description of the Service thirty (30) calendar days prior to the connection to the Technical solution. SMS-Aggregator shall also notify the Operator in writing, within thirty (30) calendar days in advance, of any changes or amendments to the Service and / or Content, or the need to change the terms of Identifier provision.
     4. SMS-Aggregator shall notify the Operator of any changes in its details within 3 (three) business days.
     5. If the laws of the Republic of Kazakhstan require that the Service be provided on the basis of a license, permit, patent, SMS-Aggregator shall obtain the required license, permit, patent from the competent authority, and in the absence thereof, resolve any claims brought against the Operator at its own expense.
     6. SMS-Aggregator may send SMS-messages during weekdays only in the period from 09.00 to 21.00 hours, according to the time at the User’s place of registration. In the period after 21.00 and up to 09.00 hours as well as on weekends and holidays SMS-messages can be sent only in cases when the request of User was sent within the specified time interval or if the information transmitted to User was requested by User to be received within the specified time, or in cases of notification of SMS-Aggregator’s employees of emergencies, failures in processes, immediate notification of the traffic flow.
     7. In case of receipt of the request from Operator about failure in provision of Users with the Service, incorrect provision of the Service or provision of the Service not being requested by User, SMS-Aggregator shall not later than the current business day confirm Operator about acceptance of the query for processing and within 5 (five) business days shall provide the final answer on the merits of the query.
     8. SMS-Aggregator may contact Operator at [Partners\_SMS@kcell.kz](mailto:Partnes_SMS@kcell.kz) for clarifications on the Telecommunication services provided by Operator.
     9. SMS-Aggregator shall not allow Undefined SMS in its traffic.

4. Cost and payment procedure

4.1. The cost of Telecommunication services includes the One-off charge for the connection of Digital identifiers, the cost of Operator’s services relating to maintenance of Identifiers and the cost of data transfer by means of the Service at the rates of the Operator:

- a one-time payment for the provision of Identifier and the monthly cost of Identifier maintenance according to Table 1;

Table 1. One-time payment for the provision of Identifier and the monthly cost of Identifier maintenance, tenge including VAT

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Operator** | **Tariff type** | **Category of Identifiers\*** | | | | | | |
| **Platinum**  3-digit, 4-digit, AAA, AAAA, | **Gold**  3-digit numbers not in Platinum category - AAX, XAX, XAA, ABC;  4-digit numbers not in Platinum category - XAAA, AAAX, ABCD, DCBA, AABB, ABBA, ABAB, ABAA; | | **Silver**  3-digit numbers not in Platinum, Gold category - BXC, AXB;  4-digit numbers with 2 identical digits in a row: ABCC, AABC, ABBC, and also ABCB, BABC | | **Bronze**  All numbers not in Platinum, Gold, Silver category |
| Kcell JSC | One-time payment\* (tenge) | 1 Digital Identifier\*\* – 250 000  2 Digital Identifiers\*\* – 500 000  3 Digital Identifiers\*\* – 500 000  4 Digital Identifiers\*\* – 1 000 000  5 Digital Identifiers\*\* – 1 000 000  More than 5 Digital Identifiers\*\* – 1 500 000 | | | | | |
| Monthly cost of Identifier maintenance (tenge) | 150 000 | 70 000 | 25 000 | | 15 000 | |

\* 3-, 4-digit Digital Identifiers are applicable for SMS;

\*\* One-time payment for the provision of Identifier established by this section of the Table applies in case of a one-time provision of the specified number of Identifiers. Each subsequent provision of Identifiers shall be paid according to the specified section of the Table, regardless of the number of Identifiers previously provided.

Cost of services to provide access to SMS-bulk of Common Identifiers\* and Dedicated Identifiers\*\*

|  |  |  |
| --- | --- | --- |
| **Table1\*\*\* within Kcell JSC network** | | |
| Total number of SMS sent by the Client to Users during the Reporting period (calendar month) | | Cost per one SMS sent by the Client to the User/User to the Client within Kcell JSC network, in tenge, including VAT For SMS-messages\*\*\*\* |
| < | 1 500 000 | 7,2 |
| 1 500 000 | > | 7,1 |
| 2 500 000 | > | 7 |

Note:

\* Common Identifier means an alphabetic Identifier on Kcell JSC network provided simultaneously to several Clients. Common Identifier shall not contain the whole or part of the name of the Client and the trademark of the Client.

\*\* Dedicated Identifier means a numeric or alphabetic Identifier provided to only one Client.

\*\*\* SMS-messages from International A2P SMS are blocked by the Operator's equipment.

\*\*\*\* SMS-messages are SMS not related to SMS-messages from international services and/or with their indication.

4.2. SMS-Aggregator shall pay for the connection to Digital identifiers within 10 (ten) business days from receipt of the invoice from Operator, unless the Parties have agreed otherwise. Should the number of connected Identifier increase, SMS-Aggregator shall pay the cost of each newly connected Identifier within 10 (ten) business days from receipt of the invoice from Operator.

4.3.Operator shall have the right to grant SMS-Aggregator a grace period for payment of the One-off charge for Identifiers for up to twelve (12) months. In this case, SMS-Aggregator shall apply to Operator with a written request to that effect including a schedule of payment of the One-off charge for connection of Identifiers, subject to approval by Operator.

4.4. Settlements between the Parties shall be based on the Operator’s billing data. SMS-Aggregator agrees to be charged for all attempts to send messages to the Operator’s SMS Center, including each attempt to send messages, which were returned by the Operator’s SMS Center with error report.

4.5. Operator shall, by the 20th (twentieth) of the month following the Reporting period, provide SMS-Aggregator with the Work Completion Certificate, Reconciliation statement in respect of the services provided by Operator (hereinafter – the Certificates) as well as invoice for the past Reporting period.

4.6. SMS-Aggregator shall, within 10 (ten) business days from the date of receipt of the Certificates from Operator, sign the Certificates and send them back to Operator.

4.7. In the event of any inconsistency in the reporting data of the Parties, constituting less than 5%, the settlement payments shall be considered resolved and the data of Operator shall be accepted as the estimated value.

4.8. In case of discrepancies in the reporting data of the Parties by more than 5%, SMS-Aggregator shall, not later than five (5) business days from the date of receipt of the Certificate, send a written complaint to Operator by registered letter with acknowledgment of receipt, enclosing the detailed report on the Service. If Operator agrees with the claim of SMS-Aggregator, the Parties shall amend the Certificate and/or the invoice payable. In case Operator disagrees with the claim of SMS-Aggregator, the Parties shall reconcile to determine the cause of discrepancies and subsequent approval of the amount of Services. After mutual reconciliation of data for the Reporting period, Operator shall invoice SMS-Aggregator to effect the payment.

4.9. In case Operator failed to receive the claim and detailed objections from SMS-Aggregator within the terms defined above, the Services shall be considered to be rendered and accepted by SMS-Aggregator in full.

4.10. SMS - Aggregator shall prepay for Telecommunication services, provided there are sufficient funds on the personal account of SMS-Aggregator. Therewith, in case the volume of actually provided Telecommunication services reaches or exceeds the amount of advance payment, the Company may suspend the provision of the services until the Client makes the next advance payment.

4.11. If Operator requests SMS-Aggregator to pay the penalty as prescribed by section 9 in this Agreement, such penalty will be paid by SMS-Aggregator within 10 (ten) banking days from receipt of the invoice from Operator.

4.12. Terms and procedure of payment may be changed on the initiative of Operator.

4.13. Operator shall have the right to change the rates specified in this Agreement subject to notifying the Client in writing within 30 (thirty) calendar days prior to the date such changes enter into force. The actual use of the Telecommunication services by SMS-Aggregator after the new rates become valid shall be deemed as SMS-Aggregator’s express acceptance of such new tariffs. If SMS-Aggregator does not agree with the new rates, SMS-Aggregator shall notify the Operator to this effect in writing, and in this case the Agreement will be considered terminated from the date when the above changes become effective.

5. Content of the Service and/or Content

* 1. SMS-Aggregator agrees to comply with generally accepted standards of the moral and ethical nature in the preparation of texts/information/Content designed for User.
  2. SMS-Aggregator ensures that the Service, content of the information provided within the scope of the Service meets the conditions of this Agreement and Annexes and does not contradict the current legislation of the Republic of Kazakhstan. If the content of information provided by SMS-Aggregator in the Service does not match the Agreement, Operator shall have the right to terminate the provision of Telecommunication services to SMS-Aggregator both in general and in their respective part.
  3. Should any third party claim/lawsuit be brought against Operator in respect of the Service, SMS-Aggregator’s SMS, content of information in the Service, SMS-Aggregator must independently settle such claims/lawsuits and bear all associated costs on its own, including legal costs. Operator shall inform SMS-Aggregator on any claims referred to in this paragraph in writing within ten (10) business days after receipt of the notice of such claims.
  4. If, notwithstanding the provisions of this Agreement, Operator is responsible for the Service, content of the Service to third parties, including but not limited to, public authorities of the Republic of Kazakhstan, SMS-Aggregator agrees to indemnify Operator for all costs and damages incurred and well-documented by Operator in connection with the actions of such third parties, within 10 (ten) business days based on the invoice received from Operator.

6. Marketing

* 1. SMS-Aggregator shall have the right to mention the trademarks and product names of Operator, related to the Service, in any electronic and print media as well as in its own marketing materials (outdoor advertising, leaflets, booklets, etc.), only by prior agreement (via e-mail) with the authorized employee of Operator.
  2. SMS-Aggregator shall, using the comprehensible for Users way, provide Users with full information regarding the use of the Service in all promotional and informational materials. All the above information should be presented in an easily accessible form in order User would be capable to read the terms of the Service before its use.
  3. All marketing activities upon the Service shall be carried out by SMS-Aggregator at its own expense.
  4. Operator shall have the right to disclose the name of the Service in its information materials published for Users. Subject to prior agreement with an authorized employee of SMS-Aggregator by e-mail, Operator shall have the right to use the trademarks of SMS-Aggregator relating to the Service and to post information about SMS-Aggregator, the Service, with mandatory reference to SMS-Aggregator, for example, in the magazine for consumers, in leaflets for buyers, or on WEB/WAP-sites of Operator or a third party.
  5. Sending of advertising messages on the cellular networks is permitted only with the consent of User.

7. Guarantee of compliance with the intellectual property rights

* 1. The Parties hereby guarantee that while performing the obligations under this Agreement they will not infringe the intellectual property rights in relation to each other and with respect to third parties.
  2. If SMS-Aggregator provides Users with the Service, using the items of the intellectual property, including copyright items, SMS-Aggregator warrants that it has all necessary rights, including but not limited to permits, licensing agreements, copyright agreements properly concluded between SMS-Aggregator and right holders/ authors. SMS-Aggregator shall be solely responsible to the listed persons, including for the payment of royalties.
  3. If, notwithstanding the provisions of this Agreement, SMS-Aggregator violated the intellectual property rights, including copyright or related rights of third parties, SMS-Aggregator shall be solely responsible to them.
  4. If the claims/lawsuits are lodged against Operator in respect of items of the intellectual property and/or copyright or related rights items, SMS-Aggregator undertakes to settle such claims/lawsuits and reimburse for the material damage and costs of Operator, if any. Operator shall, in turn, notify SMS-Aggregator of relevant claims within ten (10) business days.

8. Confidentiality

* 1. The term “Confidential Information” includes, without limitation, technical, financial, commercial, banking secrets, know-how and other information related to the activities of Operator and SMS-Aggregator, their counterparties, and non-public information, which became known in the process of conclusion or performance of this Agreement.
  2. Information transferred by User to Sender through SMS-Aggregator to Operator, which contains personal information of User (information about the identity of the User, phone number, identification number, email address, mailing address, passport details, information about the Services provided to Users, etc.) shall also constitute confidential information and be available to third parties only with the consent of User.
  3. Each Party undertakes not to disclose and/or otherwise make available to third parties any confidential information of the other Party, access to which it has or may get in the negotiation and/or execution of this Agreement without the prior written consent of the other Party, except as provided for by legislation.
  4. Information will not be considered confidential, if it is obtained from the public, official source.
  5. Transfer of confidential information to third parties, its publication or other disclosure during the term of this Agreement and during 5 (five) years after its termination may take place only by written agreement of the Parties, or in cases expressly stipulated by the current legislation of the Republic of Kazakhstan.
  6. All data of the confidential nature, provided on the tangible medium, should be marked: “confidential information”, “confidential” or otherwise.
  7. Confidential information shall be communicated to only those employees of the Parties, who are directly involved in the execution of this Agreement.
  8. The Party that breached the confidentiality obligations shall be liable in accordance with the current legislation of the Republic of Kazakhstan. SMS-Aggregator gives consent to the disclosure of its personal data and the terms and conditions of this Agreement to the Operator and its affiliates, including but not limited to their employees, contractors, consultants, providers of services, including supply of software and IT systems.

9. Liabilities of the Parties

* 1. The Parties shall be liable for failure and/or improper performance of obligations under this Agreement in accordance with the current legislation of the Republic of Kazakhstan and the terms of this Agreement.
  2. Operator does not guarantee timely delivery of SMS-messages and assumes no liability to SMS-Aggregator and third parties for any direct or indirect damages in case of technical failures in the SMS-center and/or other equipment of Operator, and, consequently, impossibility to deliver messages.
  3. Operator shall not be responsible for the inability of SMS-Aggregator or User to send or receive SMS-messages.
  4. Operator may claim a penalty from SMS-Aggregator in the amount of 1 000 000 (one million) tenge in case SMS-Aggregator commits the following violations:

а) Violation of the obligation not to transfer the Telecommunication services and Identifier provided by Operator to third parties without the prior written consent of the Operator (paragraph 2.3 of the Agreement);

b) Unilateral modification or amendment of the Service and / or Content without notice to Operator (paragraph 3.2.3 of the Agreement);

c) Exceeding the bulk SMS limit (paragraph 3.2.6 of the Agreement);

d) Failure to comply with the procedure for processing requests from Operator regarding the Service quality (paragraph 3.2.7 of the Agreement);

e) Use of Operator’s trademarks and product names without the consent of Operator that has caused damage to the image and reputation of Operator (paragraph 6.1 of the Agreement);

f) Sending unsolicited SMS-messages to the User and / or messages that are not directly related to the Service (Spam), as well as sending advertising messages without User’s consent (paragraph 6.5 of the Agreement);

g) Violation of the terms relating to service content (incl. par. 5.1 hereof);

h) Violation of the terms and schedule for sending SMS to the Users (par. 3.2.6 of the Agreement).

9.6. Operator may claim compensation from SMS-Aggregator for actual damage incurred and documented by the Operator as a result of the following violations committed by SMS-Aggregator:

а) Violation of the obligation to use Technical solution in accordance with the terms of the Agreement (paragraph 3.2.2 of the Agreement);

b) Provision of Service without license, permit, patent required by law (paragraph 3.2.4 of the Agreement);

c) Violation of the terms of Service and/or Content provision (clause 5 of the Agreement);

d) Violation of the obligation to provide full information about the Service (paragraph 6.2 of the Agreement);

e) Violation of intellectual property rights, copyright and related rights of third parties (paragraph 7.2 of the Agreement);

f) Violation of confidentiality obligation (paragraphs 8.2 and 8.3 of the Agreement);

g) Violations stipulated by par 9.5 hereof, if the real damage caused to Operator exceeds the amount of fine stipulated in the relevant paragraph. In this case, SMS-Aggregator shall pay Operator the real damage without paying a fine.

9.7. In case of the above-mentioned violations on the part of SMS-Aggregator, Operator shall have the right to immediately disconnect SMS-Aggregator from the Technical solution and unilaterally terminate this Agreement.

1. Force majeure circumstances
   1. The Parties are not responsible for partial or complete failure to fulfill obligations under this Agreement, if such failure was caused by force majeure arose after the conclusion of this Agreement and which the Parties could not foresee or prevent. These circumstances in this Agreement include natural disasters (earthquakes, floods, fires, typhoons, etc.), acts of war, mass diseases (epidemics), failures in the public telephone networks or the Internet and other (unavoidable and unforeseen) circumstances not dependent on the Parties.
   2. In case of circumstances specified in paragraph 10.1 of this Agreement, each Party shall promptly notify the other Party of them in writing. The notice must include information on the nature of circumstances. The occurrence of the circumstances provided for in paragraph 10.1 hereof must be confirmed by a document of the authorized organization.
   3. In the event of circumstances specified in paragraph 10.1 hereof, the deadline for performance of obligations by the Party under this Agreement shall be suspended in proportion to the time during which these circumstances are in effect.
   4. If circumstances listed in paragraph 10.1 of this Agreement and their consequences continue for more than 2 (two) months, the Parties shall hold additional negotiations to find acceptable alternative ways to execute this Agreement.
   5. The Party, which failed to notify or which delayed to notify of untimely fulfillment or improper fulfillment of obligations under this Agreement because of force majeure, may not refer to them in the future, except in cases where such notice or untimely notice was directly resulted from the above circumstances.
2. Disputes settlement
   1. Disputes of the Parties under this Agreement or in connection with it shall be resolved by negotiations, and if no agreement is reached they shall be referred to the judicial authorities of the Republic of Kazakhstan in accordance with the current legislation of the Republic of Kazakhstan at the place of location of Operator.
   2. The Parties agree to accept the information transferred electronically and/or on paper as the evidences to resolve the disputes and disagreements, including in case of resolution of disputes in the courts in accordance with the current legislation of the Republic of Kazakhstan.
3. Special conditions
   1. Operator may inform Users on the main issues related to the provision of the Service, or submit the questions received from Users to SMS-Aggregator, in which case SMS-Aggregator is obliged to provide the requested information to User and/or Operator within 5 (five) business days.
   2. SMS-Aggregator shall immediately inform Operator on any problems in the provision of the Service and actively participate in their remedy.
4. Term of this Agreement
   1. This Agreement shall take effect after the Parties have signed it and shall be valid until its termination in accordance with the laws of the Republic of Kazakhstan and/or terms of this Agreement.
   2. This Agreement may be terminated by either Party, in which case the latter shall send a written notice of early termination to the other Party thirty (30) calendar days before the date of disconnection of SMS-Aggregator from the Technical solution and expected termination date.
   3. All SMS-Aggregator’s requests, appendices and other documents relating to this Agreement shall form an integral parts hereof. The invalidity or unenforceability of any part of this Agreement shall not affect the validity or enforceability of the other parts.
   4. In all other respects not specified by this Agreement, the Parties shall be governed by the current laws of the Republic of Kazakhstan.

DETAILS and SIGNATURES OF THE PARTIES:

|  |  |
| --- | --- |
| **Operator – Kcell JSC**  BIN 980540002879  050051, Republic of Kazakhstan, Almaty, Samal-2, 100  Bank details:  BIC HSBKKZKX  IBAN KZ406017131000016045  Halyk Bank of Kazakhstan JSC  Beneficiary Code: 17  **Expert**  **Elena Budargina** | **Client**  Full name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |