



## CLOUD SYSTEMS SERVICE DISTANCE SUBSCRIPTION AGREEMENT

This "INTERNET SERVICE PROVIDER AND SUBSCRIPTION AGREEMENT" ("Agreement") has been concluded between on the one hand by DT İletişim Hizmetleri A.Ş ("Service Provider") located at Fatih Mahallesi Çavuşbaşı Cumhuriyet Caddesi No: 391 Beykoz / İstanbul and on the other hand ..... resident at ..... ("Subscriber or Customer") under the following conditions.

By accepting this contract, the SUBSCRIBER accepts in advance that if the subject of the contract approves the order, it will be under the obligation to pay the price of the order and the additional fees specified, if any, such as shipping fee and tax, and that it has been informed about it.

### 1. THE SUBJECT OF THE CONTRACT

This Agreement regulates the mutual rights and obligations of the **Service Provider** for the provision of Cloud Systems ("Service") to be provided to the Subscriber on a continuous 24-hour basis, and for the Subscriber to pay the price of the service provided under the terms of the Agreement.

This Agreement regulates the rights and obligations of the parties in accordance with the provisions of the Law No. 6502 on the Protection of the Consumer and the Regulation on Distance Contracts, regarding the sale and delivery of the product, the qualifications and sales price of which are specified below, that the subscriber orders electronically through the website of the **Service Provider**.

The prices listed and announced on the site are the sales price. The announced prices and promises are valid until they are updated and changed. The prices announced for a limited period are valid until the end of the specified period.

### 2. DESCRIPTION OF THE SERVICE TO BE PROVIDED

**2.1** As part of the service, the **Service Provider** will provide CLOUD SYSTEMS over the Internet access and system infrastructure to be provided under the Internet **Service Provider** license authorized by the Republic of Turkey Ministry of Transport, Information Technologies and Communications Authority. In addition, the **Service Provider** will allow the use of this service by Subscriber users within the capacities on the Annex-1 Subscription form. The service is in beta version and can be migrated by the **Service Provider** after the customer is informed.

**2.2** The basic features of the service are published on the website of the Service Provider. If the campaign is organized by the service provider, you can review the basic features of the relevant product during the campaign. Valid until the date of the campaign.

**2.3** The prices listed and announced on the website are sales prices. Advertised prices and promises are valid until updated and changed. Prices announced for a period of time are valid until the end of the specified period.

**2.4** Based on the service capacities provided under the Annex-1 Subscription form, the bandwidth and system infrastructure corresponding to the leased capacities will be available for data traffic continuously.

**2.5** The Service will be deemed unavailable in the following cases:

**2.5.1** The Subscriber's or user's inability to use the Service for a reason not caused by its own infrastructure,

**2.5.2** When the connection between the entire system infrastructure and routers of the Service Provider and the main line of the national / international partner suppliers is broken,

**2.5.3** In case the delay between the Service Provider's own system infrastructure and router and the access points of national/international partner suppliers exceeds the values given in the service quality parameters for round trip.

**2.6** Based on annual average availability, the following cases will not be considered interruptions of service:

**2.6.1** Scheduled maintenance reported at least 24 hours in advance

**2.6.2** Failure of subscriber equipment or application



- 2.6.3 Non-Contractual use of the service by the Subscriber
- 2.6.4 Error in leased line connection locally
- 2.6.5 All Subscriber errors, including errors arising from misuse/integration of the service by the Subscriber
- 2.6.6 Force majeure situations

### 3. SERVICE LEVEL CRITERIA OBJECTIVES

#### 3.1 Priority Levels and Response Times

3.1.1 **Service response** times and availability rates for the services provided within the scope of Data Center Managed Services provided by the Service Provider are defined in Table-1. Service level exclusions have also been determined.

MÜDAHALE SÜRELERİ *	HİZMET SAATLERİ İÇİNDE (08:00 – 18:00)	HİZMET SAATLERİ DIŞINDA	BAŞARIM ORANI HEDEFİ
<u>Çağrı Kaydı</u>	≤ 30 Dakika	≤ 45 Dakika	≥ %95

TABLO-1

INTERVENTION TIMES*	WITHIN SERVICE HOURS (08:00-18:00)	OUTSIDE OF SERVICE HOURS	SUCCESS RATE GOAL
<u>Call Record</u>	≤ 30 minutes	≤ 45 minutes	≥ %95

TABLE-1

#### 3.2 Availability

The **Service Provider** aims to provide the monthly availability rates in Table-2 for the virtual server, network infrastructure, access infrastructure and storage services in the Data Center environment, which are listed in the Customer inventory within the scope of Data Center Managed Services, regardless of the situations arising from the network environment.

Tablonun başlığını değiştirdim @BURAK

Service Type	Availability (Monthly)
Hand Eye Support	Hand-Eye support is 100%, with a maximum of 15 requests per month.
Virtual Server	99.9% = 43 Minutes Monthly Downtime
Data Center Infrastructure	Data Center Server Hosting and Energy + cooling availability 99.982% = 7.78 Minutes



	Monthly Downtime
Hosting Band	99.95% = 21.6 Minutes Monthly Downtime
Shared DDOS Service	99.95% = 21.6 Minutes Monthly Downtime

TABLE-2

#### 4. MUTUAL RIGHTS AND OBLIGATIONS OF THE PARTIES

**4.1 The Service Provider** agrees to provide the service described above on a 24/7 basis. If the **Service Provider** fails to meet the quality of service (annual availability, repair time) determined in this Agreement, it will be liable to pay a penalty (or prepare a crediting invoice) to the Subscriber under subsequent terms and conditions. The subscriber will not have the right to terminate the contract due to insufficiency as long as the annual availability rate of the service remains above 99.5%. **The Service Provider** shall not be liable to pay any penalty or credit to the Subscriber as long as the Subscriber delays its payment obligations. If 99.5% accessibility cannot be achieved within the contract period, due to the following situations;

**4.1.1** Force majeure situations,

**4.1.2 Service Provider shall not be responsible for** the interruptions caused by the problems caused by the Subscriber.

**4.1.3** DT will provide the Service specified in this Agreement and its annexes to the Customer within the scope of this Agreement, the related annexes and the relevant legislation.

**4.1.4** By signing this Agreement, the parties accept, declare and undertake that they will not gain titles and statuses such as representatives, agencies, commercial representatives, partners of each other.

**4.1.5** The Customer does not request anything from DT due to the temporary or permanent suspension or the inability to provide the Services at all or as required of DT's activities due to the reasons beyond its control or natural disasters, legal obstructions, including but not limited to those listed here, general problems that prevent the provision of comprehensive Services in telecommunication and energy infrastructures, data transfer and connection problems, computer, equipment and hardware used by the customer does not work well or the security problems caused by its users. In this context, DT will not be held responsible in any way for service interruptions that are not caused by DT and which are not clearly DT's fault, and for damages caused by cyber attacks by third parties.

**4.1.6** In the event that whether due to this Agreement or not, programs such as accounting or ERP programs that the Customer is using and/or the companies that these programs belong to prevent DT from fulfilling its obligations in this Agreement and or cause similar situations to prevent communication, DT assumes no liability to the Customer or these companies.

**4.1.7** DT does not accept any responsibility for delays caused by the Customer and for failures, delays and similar situations preventing communication.

**4.1.8** Although DT has taken all kinds of measures and precautions, it may narrow the scope of the services provided or stop it completely in cases where there are justifiable reasons that require it to act otherwise in accordance with national or international laws, communiqués, circulars and principles published by the competent authorities. The Customer accepts, declares and undertakes in advance that he/she will not request recourse to DT in any way for the damages and losses he may suffer due to these reasons.

**4.1.9** The customer must constantly keep his/her REM address, other e-mail addresses and other contact information provided to DT up to date and it is obliged to follow up the informative emails, announcements and notifications to be made via DT's website from the registered e-mail address or to the Customer's account on the Platform.



- 4.1.10** The Customer accepts, declares and undertakes that all legal sanctions arising from the transactions to be made with the user names and passwords of the Authorized Users will belong to him, and that DT will not accept any responsibility for the transactions to be made through these persons.
- 4.1.11** In the event that the authorization granted to Authorized Users is withdrawn by the Customer or any employee uses the Platform without authorization, he/she is obliged to immediately notify DT of this issue. Upon request, DT will define the removal of the authority of the person concerned on the system and will prevent their access to the system. The existing authorization will remain valid until the Customer notifies DT of the withdrawal of the authorization or the change of authorizations on the current Authorized Users. Customer accepts, declares and undertakes that all responsibility belongs to him/her for the transactions to be made within the framework of this Agreement by using the Customer's "password" and "authorized user information" due to the Customer's late notification of authorization changes, bankruptcy, liquidation or termination of his commercial activities for any reason and DT will not have any responsibility.
- 4.1.12** During the contract period, the Customer may purchase and start using new Service Packs through the responsible person or Authorized Users authorized in the contract and additional protocols. The Customer gives consent in advance to these purchases made by the Authorized Person. The provisions of this Agreement will continue to be applied for each new service package to be purchased.  
The right to use the software to be submitted to the Customer to receive the Cloud Computing Services belongs exclusively to DT. The customer accepts, declares and undertakes that the software offered by DT within the scope of the service will not be used by other institutions and / or organizations.
- 4.1.13** The Customer agrees that he/she only shall benefit from the service to be provided to him/her within the scope of this Agreement and its annexes, he/she accepts, declares and undertakes that he/she cannot use or transfer to his/her subsidiaries, the companies affiliated to the parent company and other persons, institutions and organizations, except for the real persons authorized by it before its own legal entity, that it cannot rent or sell to anyone else, otherwise all responsibility will belong to he/she and that DT has the right to stop all services provided and/or terminate the Agreement if this situation is determined.
- 4.1.14** The Customer accepts, declares and undertakes not to engage in illegal activities, not to violate the laws and provisions of the Republic of Turkey, the titles and decisions of official authorities while receiving the services subject to this Agreement.
- 4.1.15** The customer accepts, declares and undertakes that if he/she does not comply with the commitments set forth in the above articles, he/she will be responsible for all kinds of responsibility, that he/she will indemnify any damages incurred by DT, within this scope, DT has the right to cease the service and/or terminate the Agreement.
- 4.1.16** The Parties ensure that all reasonable measures will be taken to prevent or reduce or minimize the loss or damage that the Parties may suffer due to any event, situation, fact or event that may cause damage.
- 4.1.17** DT will notify the Customer 30 (thirty) days in advance of changes in the provision of the service, including price changes and pricing for the Customer, in accordance with the changes in market conditions.

## 5. PAYMENT

- 5.1** The subscriber shall pay the installation commissioning fee and service fee to **the Service Provider** in return for the service provided, the fee specified in the order form.
- 5.2** **The Service Provider** will issue an invoice for the monthly service fee for the relevant month on the 5th day of each month upon the entry into force of the Agreement and for the service overage fees of the previous month according to the scope specified in the Annex-1 Subscription form. (**The Service Provider** will bill the initial monthly service fee on a partial month account basis on the 5th day of the month following the provisioned connection delivery). The Subscriber shall pay the fee specified in the invoice within 30 days following the invoice date by transferring it to the bank account number of the **Service Provider**. Otherwise,



legal interest will be applied and accrued until the date of payment. In case of non-payment by the Subscriber for 2 (two) consecutive months, the **Service Provider** has the right to interrupt the service from the 3rd day following the last payment date.

- 5.3** Objections to be made by the Subscriber to the Invoice shall not stop the payment. In case of overpayment from the Subscriber, this payment will be deducted from the next month's invoice or returned to the Subscriber within 30 days.
- 5.4** Since the stamp tax arising from this contract will be paid equally by the parties, half of the stamp tax arising from the service received by the customer is reflected on the first invoice for once.

## **6. TERM AND TERMINATION OF THE AGREEMENT**

- 6.1** This Agreement is the subscriber's statement, "I have read and approved the User Agreement and Privacy Conditions." It enters into force upon acceptance and/or use of the Application in electronic environment by ticking the box. The duration of the contract is limited to the period specified in the package or service content, and the subscriptions other than the Pay as you go model will be deemed to be automatically renewed for the same period with the same conditions, unless one of the parties terminates the contract 15 days before the end of the contract.
- 6.2** The contract is according to the subscriber's preference; Payment as you go (Pay as you go model) or monthly (VPC, VPS, S3). In the pay-as-you-go model, per-unit pricing is applied according to the amount of usage. By linking to the price list, payment is made as here, 1 month is used. The months used are priced according to the amount of usage. Prices may vary according to the month of use, as it is linked. Prices can be displayed on the same link on a monthly basis (VPC or VPS).
- 6.3** If the obligations assumed by this Agreement are not fulfilled, the Party whose rights have been violated has the right to terminate the Agreement by sending a written Notice of Termination. The Notice of Termination must be based on a just cause and must be served on the other party. The Service Provider reserves the right to terminate the Agreement immediately and without notice in case of non-payment by the Subscriber. In such a case, all debts that have arisen or will arise according to the records of **the Service Provider** will be paid by the Subscriber.
- 6.4** If the subscriber requests the cancellation of the service at the end of the commitment period, he is obliged to notify the **Service Provider** in writing of this request. The Contract will be terminated within fifteen (15) days after the cancellation request is notified to the **Service Provider** in writing. However, the **Service Provider** will send an invoice to the Subscriber in order to collect the payments that have arisen until the moment of termination.
- 6.5** Subscriber, the duration of this contract is 24 (twenty-four) months and the subscriber has committed not to terminate the contract during this period. If the subscriber terminates the contract within the commitment period, he irrevocably accepts and pays the payment of the remaining period and the installation activation fees as a penalty for breaking the commitment. This penal clause has been freely agreed between the parties and its exorbitance cannot be claimed.

## **7. PRIVACY**

- 7.1** Both Parties, without prejudice to the applicable laws, regulations and legislative provisions of the Republic of Turkey, to the implementation of this Agreement, regardless of the other Party's service, production, performance, financial situation and similar issues. It will retain any contractual or technical information. It will be kept confidential. They declare and undertake that they will not disclose, directly or indirectly, partially or completely, to third parties or organizations.
- 7.2** The parties shall not use, distribute, transfer to third parties in any way the private information communicated to them, and shall take the necessary measures to ensure that their own employees comply with this confidentiality obligation.



- 7.3** Private information means any product, technology, procedure, program, financial information and targets, data, know-how, design, software, customer list, tariffs and similar information communicated by the Parties to each other in written and/or verbal and/or electronic format encompasses all. The parties will keep the private information confidential and will take all kinds of security measures to prevent the said information from being used by unauthorized persons.
- 7.4** In the event that any of the Parties violate the provision of this article, the compensation for the damage to be incurred is essential. Even if this Agreement is terminated for any reason, the obligations in this article will be evaluated by the Parties indefinitely, without being subject to any time period, in accordance with the provisions of this article.

## **8. FORCE MAJEURE**

- 8.1** Delays in the fulfillment of any obligations under the terms of this Agreement due to force majeure, lockout, fire, war and similar reasons, including natural disasters, earthquakes, bad weather conditions, riots and turmoil that may occur after the conclusion of this Agreement In the event of such obligations, the due date for the fulfillment of such obligations shall be extended by mutual agreement as appropriate.
- 8.2** DT cannot be held responsible for the disruptions arising from product supply and product establishment, due to the fact that the software in the Customer does not meet the needs. In case this situation exceeds 30 (thirty) days, the Parties reserve the right to terminate the Agreement by giving written notice to the other party.

## **9. SLA PENALTY CONDITIONS**

- 9.1** Penalty Payment to be applied in cases where the **Service Provider** cannot meet the rates specified in the SLA will be as follows on a monthly basis. The penalty to be paid cannot exceed 25 percent of the contract term/monthly invoice amount. Penalty payments Within 15 days after Service Provider reporting, a credit of 2 times the interrupted service fee is defined.

## **10. GENERAL PROVISIONS**

- 1.1** Transfer and Assignment: DT may transfer and/or assign this Agreement to an affiliate, its successors in connection with a merger, acquisition or consolidation, or its purchaser in connection with the sale of all or substantial assets. The Customer cannot transfer and/or assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of DT.
- 1.2** If any term of this Agreement is invalid or unenforceable, it will not render the entirety of this Agreement invalid or unenforceable.
- 1.3** This Agreement shall not be interpreted as a waiver of this right or authority if one of the Parties is late in using any right or power arising from the Agreement or neglecting to use it.
- 1.4** In disputes arising from the implementation or interpretation of this Agreement, its annexes or amendments, the Laws of the Republic of Turkey shall apply. Istanbul Anatolian Courts and Enforcement Offices are authorized to resolve disputes arising from them.
- 1.5** The address specified by the parties in the Order Form or all warnings and notifications regarding this Agreement are made to the e-mail address that the User has entered during activation or has somehow notified DT İletişim Hizmetleri A.Ş. The user cannot claim that the notification made to this address was received by unauthorized persons. Notifications made to this e-mail address will result in legally valid notification. The parties accept that even if the notifications made to this address are returned, it will have the same result as the legally valid notification.
- 1.6** Final Evidence Agreement: In case of disagreement; All kinds of official records and books kept by the parties and electronic records kept by the Data Centers of the Software constitute definitive evidence.
- 1.7** The other party accepts, declares and undertakes that it has read the preliminary information about the basic characteristics, sales price, payment method and delivery of the product subject to the contract on the website, has been informed and has given the necessary confirmation in electronic environment. environment. As a result of the Subscriber's



confirmation of the Preliminary Information electronically, he accepts that he has acquired the address and basic features to be given to the Subscriber by the **Service Provider** before the distance sales contract is established. It accepts, declares and undertakes that it has obtained the price, payment and delivery information of the ordered products, including taxes, accurately and completely.

- 1.8 During the service period of the service, 99% of the service will be charged, 99% during the service period of the service, and 2 times the service price from the part that will benefit from the service provider's service. the service covered by the service is within the scope of the subscriber's ongoing service, according to the credit or after-service pricing to be deducted from the growth plan for the purchase of new service on the site to be performed from the service period to be determined or for anything else of this type.
- 1.9 Although the **Service Provider** has the right to perform some or all of the service through intermediary services by using third party subcontractors, provided that it does not mean the transfer of the obligations in the Agreement, it will be fully responsible for the fulfillment of its obligations to the Subscriber.
- 1.10 The Subscriber agrees to make the payments to be made pursuant to Article 4 of the Agreement in return for the Service provided, on time and in full.
- 1.11 **The Service Provider** has the right to make changes in the service fee only to the detriment of the Subscriber due to changes in tax rates, and this change must be notified to the Subscriber at least 1 month in advance.
- 1.12 **Service Provider** shall notify the Subscriber in advance of any maintenance, repair and/or modifications to be made in the technical infrastructure. The liability of the **Service Provider** regarding the damages incurred by the Subscriber due to the failures that may occur in or related to this Agreement will be limited to the maximum monthly service fee.
- 1.13 **Service Provider** in writing of their requests such as address change, transfer, title change, IP number, domain name change and user ID change.
- 1.14 **Service Provider** will not disclose the information of the Subscriber or the meaningful or meaningless whole or part of the packages passing over the line used, or the personal communication or data of the Subscriber employees to third parties.
- 1.15 If the **Service Provider** is not at fault, it is not responsible for force majeure events, network maintenance and repair works of the infrastructure provider, operational failures of the infrastructure provider, fraudulent blocking of lines, legal regulations. It is not responsible for the partial, complete, temporary or permanent suspension of the service provided, especially for the reasons arising from this Agreement.
- 1.16 **The Service Provider** is only responsible for the maintenance of its own equipment and infrastructures.
- 1.17 **Service Provider** for this service are housed in data centers where physical security measures are taken and comply with information security criteria. **The Service Provider** has the right to change the data center, make the necessary changes in hardware, security, accommodation and other infrastructure if it deems necessary.
- 1.18 **The Service Provider** may supply a different product with equal quality and price by informing the subscriber and obtaining his explicit approval before the contractual performance obligation expires.
- 1.19 The Subscriber accepts, declares and undertakes that he/she will confirm this Agreement electronically for the delivery of the product subject to the Contract, and that the **Service Provider's** obligation to deliver the product subject to the contract shall expire in case the contractual product price is not paid and/or canceled in the bank records for any reason.
- 1.20 In case the contract product price is not paid to the **Service Provider** by the relevant bank or financial institution as a result of the unfair use of the Subscriber's credit card by unauthorized persons after the delivery of the service as specified by the Subscriber or the Subscriber, the Subscriber may, within 3 days, It accepts, declares and undertakes that it will return it to **the Service Provider**.
- 1.21 **The Service Provider** accepts, declares and undertakes that it will notify the Subscriber of the situation if the product subject to the contract cannot be delivered within the period due to force majeure situations such as the occurrence of circumstances that are beyond the will of the parties, unpredictable and prevent and / or delay the fulfillment of the debts of the parties. also reserves the right to request from the **Service Provider** to cancel the order, replace the product subject to the contract with its precedent, if any, and/or delay the delivery period until the obstacle is removed. In case of cancellation of the order by the



Subscriber, the amount of the product is paid to the Subscriber in cash and in full within 14 days in the payments made by the Subscriber. In payments made by the Subscriber by credit card, the product amount is returned to the relevant bank within 14 days after the order is canceled by the Subscriber. The Subscriber agrees that the average period for the bank to reflect the amount refunded to the credit card to the Subscriber's account may take 2 to 3 weeks. It accepts, declares and undertakes that it cannot hold.

- 1.22 The Service Provider**, through letter, e-mail, SMS, telephone call and other means, through the address, e-mail address, fixed and mobile phone lines and other contact information specified by the Subscriber in the registration form on the site or updated by him later, communication, marketing, has the right to reach the Subscriber for notification and other purposes. By accepting this agreement, the Subscriber accepts and declares that the Service Provider may engage in the above-mentioned communication activities.
- 1.23** In case the subscriber and the credit card holder used during the order are not the same person, or if a security vulnerability is detected regarding the credit card used in the order before the product is delivered to the Subscriber, the Service Provider shall provide the identity and contact information of the credit card holder of the credit card used in the order for the previous month. It may request from the Subscriber to present the statement or a letter from the bank of the card holder stating that the credit card belongs to him. The order will be frozen until the Subscriber provides the information/documents subject to the request, and if the aforementioned requests are not met within 24 hours, the **Service Provider** has the right to cancel the order.
- 1.24** The Subscriber declares and accepts that the personal and other information provided by the Service Provider when subscribing to the website is correct, and that he will immediately indemnify any damages he may suffer due to the inaccuracy of this information, in cash and in full, from the moment the Service Provider first notifies other party..
- 1.25** The Subscriber agrees and undertakes in advance to comply with the provisions of the legal legislation and not to violate them while using the website of the Service Provider. Otherwise, all legal and penal liabilities that may arise will bind the Subscriber completely and exclusively.
- 1.26** On the website of the **Service Provider**, links to other websites and/or other content that are not under the control of the **Service Provider** and/or owned and/or operated by other third parties may be provided. These links are provided for the purpose of facilitating navigation to the Subscriber and do not support any website or the person operating that site and do not constitute any guarantee for the information contained in the linked website.
- 1.27** The member who violates one or more of the articles listed in this agreement will be personally and criminally liable for this violation, and the Service Provider will be excluded from the legal and penal consequences of these violations. Moreover; In the event that the event is referred to the legal field due to this violation, the Service Provider reserves the right to claim compensation against the member for non-compliance with the membership agreement.

## 2. OTHER PROVISIONS

- 2.1** In order for the SLA to be valid, the Service Addendum and the payments for the Service provided under this SLA must be made on due date and in full. The service level service will be deemed invalid when the Customer has overdue debts exceeding fifteen (15) days past due date. .
- 2.2** All Service Level calculations and determinations will be based on Vodafone Net records and data. A monthly request and call report will be generated by Vodafone Net within the scope of this SLA.
- 2.3** Any deduction that is not covered by Article 3 of this SLA, that is not Force Majeure and that has not been explained in writing to the Customer will be used in the calculation of the service commitment within the scope of the SLA, except in cases where it is stated in the Service Attachment that Vodafone Net is not responsible.



**3. ENFORCEMENT**

**3.1** The Subscriber shall be deemed to have accepted all the terms of this contract when he/she makes the payment for the order placed on the Site. The Service Provider is obliged to make the necessary software arrangements to obtain confirmation that this contract has been read and accepted by the Subscriber before the order is fulfilled.

**On behalf of DT İletişim Hizmetleri A.Ş.;**

**On behalf of .....**

**Authorized:**

**Authorized:**

**Stamp/Signature**

**Stamp/Signature:**