

## **APPROVED**

MOEX Information Security

01 June 2022 No МБ-3И/П-11

# **Telecommunication Services Rules**

These Telecommunications Services Rules (the "Rules") of MOEX Information Security limited Liability Company (MOEX Information Security LLC, the Operator) are sample terms and conditions of an agreement entered into at the time of signing the Service Request Form (see Appendix 1 hereto) by the Client and the Operator. The Rules as amended from time to time are available at <http://informationsecurity.moex.com/>.

The Rules may be unilaterally amended from time to time by the Operator. Amendments to the Rules as well as their effective date are announced on the Operator's website at least ten calendar days before the effective date.

Amendments to the Rules may result in changes to the rights and obligations of the parties under the agreement.

The services rendered within the Rules are regulated also by the Telecommunications Service Procedures (the "Procedures"). The Procedures may be amended or supplemented at any time. The document as amended and supplemented is available at <http://informationsecurity.moex.com/>.

## **1. Terms and definitions**

**Client** – a person/company entered into the Colocation Facility Telecommunications Services contract with Moscow Exchange on the terms specified in these Rules.

**DC** – the Data Center premises located at Shrikopodshipnikovskaya St. 11 building 9 Moscow. The DC is protected against unauthorized access, has uninterrupted power supply, temperature and humidity maintenance, dedicated firefighting systems, and other utilities, where the Client's equipment is co-located and connected to the electric power supply system to support operations.

**Colocation Facility** – a restricted-access zone within the DC where racks are installed.

**Client Equipment** – any servers (computers) and dedicated network devices (switches, routers, firewalls) placed in the Colocation Facility.

**Authorised Network Service Provider** – a legal entity which is a telecommunication provider duly licensed and officially accredited with Moscow Exchange to connect the Client equipment outside the Colocation Facility.

**Cross connection** – connection of the Client's collocated equipment to Client's/other Client's collocated equipment.

**Structured cabling system (SCS)** - a set of cables and switching equipment, used to organize local computer networks. It includes cables between cabinets, patch cords,

patch panels, mounting equipment, etc.;

**Price List** – fees charged to the Client for the telecommunications services which are available on the MOEX Information Security website at <http://informationsecurity.moex.com>.

## **2. Procedure for executing and amending the Contract**

**2.1.** The Telecommunications Services Contract (the "Contract") is executed by submitting two (2) copies of the service request form (see Appendix No. 1 hereto) with respect to services chosen from the items listed in section 8 of the Contract (the "Services"), to the Operator. The Operator gives a unique reference number that is the contract ref. number to each such request. If the Client wishes to change the scope of the Services, it shall complete the service change form (see Appendix 2 hereto for Colocation Services (clauses 8.1-8.5 of the Contract) and Appendix 3 hereto for external access services (clause 8.6 of the Contract) and send two (2) copies thereof to the Operator. The service request and service change forms may be delivered by post, courier service or via the UFG (in this case, the service request form is deemed to incorporate all requests in the electronic form executed between the Operator and the Client, including the initial service request and the Service cancellation form, if any, as well as any other request to change the scope of Services rendered by the Operator to the Client).

**2.2.** The contract is deemed to have been signed or amended from signing the relevant application by the Operator. The Contract shall continue in full force and effect for one year and will renew for additional one-year terms unless either Party provides termination notice according to the relevant provisions of these Rules. The Contract can be renewed for an unlimited number of terms. The place of the Contract shall be Moscow. The Operator is entitled to deny certain services to the Client including for technical reasons.

**2.3.** The Parties shall follow the Contract from the moment of receiving the service request form by the Operator until the contract is signed. The day on which the Operator signs an application for service selection is the Service commencement date.

## **3. Cancellation of services; Contract termination**

**3.1.** Either party may withdraw from the Contract as a whole by serving a termination statement as laid out in Appendix 4, to the other Party at least sixty (60) calendar days before the requested termination date.

**3.2.** Termination of the Contract does not release either party from its liability to pay for the Services rendered prior to termination. In case of termination, the Parties must discharge their mutual payment obligations under the Contract by the termination date.

**3.3.** The Operator shall have the right to unilaterally cancel the Contract at any time if bankruptcy proceedings (at any stage) have been instituted against the Client, the Client has been declared bankrupt as provided by law; or if the Client has revoked (cancelled) its banking licence and/or professional securities market participant licence to carry out brokerage, dealing and/or securities management activities. In

the cases stipulated in this clause, the Contract shall be deemed terminated from the date of sending the termination notice by the Operator to the Client.

#### **4. Payment of Services**

- 4.1.** The Operator charge fees for the services provided hereunder in accordance with the Price List. The services (including expenses incurred by the Operator) are paid on basis of an invoice via bank transfer to the current account of the Operator.
- 4.2.** Fees for the Services are set in the Price List. The prices are stated in Russian Roubles, US Dollars and/or Euro exclusive of VAT. VAT is added to the charges according to the Russian law in effect during the service period. Fees in Russian Roubles shall apply to clients from Eurasian Economic Union member states, international companies, as well as branches, permanent representative offices and other separate or independent business units of non-residents located in the Russian Federation and the Eurasian Economic Union. Fees in foreign currency shall apply to other non-resident clients; clients may choose the invoice currency as they wish in case of Services priced in currency other than Russian Rouble or prefer being invoiced in Russian rouble, as notified in a free form notice to the Technical Centre email address. In this case the invoice amount is calculated using the exchange rate of the Bank of Russia as of the invoice date.
- 4.3.** The Operator retains the right to review rates in the Price List annually to take account of inflation as set by the authorized government agency.
- 4.4.** The Client shall pay for the Services on the basis of invoices issued by the Technical Centre. The invoices for payment for the Services shall be issued as follows:
- 4.4.1. in RUB at fee rates set in RUB for Clients from Eurasian Economic Union member states (Russia and non-residents of the Russian Federation, i.e Belarus, Kazakhstan, Armenia and Kyrgyzstan), international companies, as well as branches, permanent representative offices and other separate or independent structural subdivisions of non-residents located in the Russian Federation and Eurasian Economic Union;
  - 4.4.2. in USD or EUR (if applicable) at the rates set in USD or EUR for other non-resident customers; for the Services for which tariffs are set both in USD and EUR, customers can choose the preferred billing currency by sending a free-form notice to the email address of the Technical Centre.
- 4.5.** The Client may entrust a third party to pay for the Services. Making the payment through the third-party evidences that the Client has entrusted this third party to make payments and the Client and the third party have agreed upon the payment. In this case, the Client and the third party must not assert to the absence of the third party's intention and/or authority to make the payment for the Services. In case the Client authorizes a third party to pay for the Services, it must provide the Operator with details in writing about the third party (payer) as per the form published on the Moscow Exchange website at <http://informationsecurity.moex.com> including the full name of the payer, its country of incorporation, location, number and date of the agreement under which the Services are paid.
- 4.6.** The Parties may exchange primary accounting documents (service acceptance

certificates, invoices, tax invoices) electronically using an enhanced electronic signature through the Electronic Document Management Operator KONTUR (hereinafter the "EDI Operator") using the electronic document management system Diadoc. In case the User/Client agrees to use electronic document interchange via the EDI Operator when exchanging primary accounting documents, it shall send a notice in any form (paper or electronic) signed by an authorised person confirming the transition to electronic interaction.

#### **4.7. One-off fees**

- 4.7.1. Any one-off fee (if applicable) will be included into the invoice for monthly fees payable for the month in which the service was ordered.
- 4.7.2. Any invoices described in the clause above are sent and paid according clause 4.7 above.
- 4.7.3. After the service paid with a one-off fee was provided, the parties shall sign a service acceptance statement. The service acceptance statement is executed in two copies and sent by the Operator to the Client in the month following the month in which the Service was provided. The Client shall sign the service acceptance statement and forward it to the Operator within five business days of receiving it. If the Client has any objections concerning the provision of the services, it shall send them in writing to the Operator within five business days of receiving the service acceptance statement. In case the Client fails to submit the service acceptance statement or written objections thereto within the established timeframes, the services are considered to have been provided in full.

#### **4.8. Monthly fees**

- 4.8.1. The Operator issues an invoice for monthly fees upon the end of the month and send it to the Client.
- 4.8.2. The invoice is sent by the Operator in one of the following ways:
  - By post;
  - By courier service;
  - As a digital copy emailed, followed by physical delivery by post or courier service (upon the Client's request).
- 4.8.3. Monthly fees shall be paid:
  - By Russian residents: within thirty (30) days of the invoice date;
  - By non-residents: within ninety (90) days of the invoice date;

If the Client does not receive an invoice within the established timeframe, it shall contact the Operator by the 10th (tenth) day of the month following the billing month to obtain the invoice duplicate (provided that the payment due date remains unchanged).

- 4.8.4. If the Client fails to pay on time, the Operator may:
  - Demand payment of penalties calculated as zero point zero five per cent (0.05%) of total amount due for each day of delay;
  - Suspend the Services provided to the Client hereunder after thirty (30) calendar days of delay (if the Services are suspended, so shall be the charge of monthly fees payable).
- 4.8.5. If the service period was less than one full month, the monthly fee is charged pro rata to the actual service period.
- 4.8.6. Upon the end of the month in which the services were provided, the parties

shall sign a service acceptance statement. The service acceptance statement is executed in two copies and sent by the Operator to the Client in the month following the month in which the service was provided. The Client shall sign the service acceptance statement and forward it to the Operator within five business days of receiving it. If the Client has any objections concerning the provision of the services, it shall send them in writing to the Operator within five business days of receiving the service acceptance statement. In case the Client fails to submit the service acceptance statement or written objections thereto within the established timeframes, the services are considered to have been provided in full.

**4.9. Expenses related to performance of the Contract**

- 4.9.1. The Client must reimburse the Operator for any duly documented expenses resulting from contract performance if they were previously agreed with the Client. This includes travel costs, expenses associated with fault correction for the Client's equipment, expenses on acquiring and tuning extra hardware required to provide the Services to the Client in the Colocation Facility, and other expenses. The total amount of expenses includes also payment made by the Operator in favor of any third parties.
- 4.9.2. The amount of expenses set out in the paragraph above are added to the invoice for monthly fees for the month in which the expenses were incurred by the Operator.
- 4.9.3. Any invoices described in the clause above are sent and paid according clause 4.7 above.
- 4.9.4. Description and amount of expenses incurred by the Operator and payable by the Client are specified in the relevant invoice.

**4.10. During the period of the Contract and for three (3) years afterwards, by virtue of Article 406.1 of the Russian Civil Code, the Client must reimburse the Operator in respect to any losses sustained by the Operator as a result of making it liable for breach of the law on currency regulation and currency control due to a delay in payment of an outstanding invoice or invoices by the Client or the third party involved by the Client under clause 4.7 above (the "Losses").**

- 4.10.1. The amount of Losses that are subject to reimbursement by the Client is determined based on the decision to hold the Operator liable issued by the currency control authority.
- 4.10.2. The Client pays for Losses within sixty (60) calendar days of receiving the relevant letter of demand from the Operator. The letter shall also contain the copy of the decision to hold the Operator liable issued by the currency control authority. The Operator shall send the letter of demand to compensate for the Losses within five (5) business days of receiving the decision from the currency control authority.
- 4.10.3. The Client acknowledges and agrees that the Losses are subject to compensation to the benefit to the Operator even if the Contract has been declared void or invalid.

**5. Responsibility**

- 5.1.** The Operator cannot be held liable for any damage incurred by the Client in excess of the amount paid by the Client for the month during which grounds arise to demand compensation.

**5.2.** The Operator cannot be held liable for:

- Lost profits, save for deliberate non-performance;
- Damage sustained by the Client caused by failure of software and hardware, unless such failure is caused by deliberate action or gross negligence on the part of the Operator.
- Suspension of all or a portion of services rendered hereunder, following a failure to comply with these Rules;
- Suspension of all or a portion of services rendered hereunder if the Operator has had to carry out an emergency stop of the equipment due to the reasons stated below.

**5.3.** Reasons for the emergency suspension of all or any Services:

- An emergency situation has taken place in the DC;
- A force majeure event has taken place;
- There is a threat of damage to the equipment of other clients, the DC's infrastructure and/or life and health;

**5.4.** The Client represents to the Operator that: the Client has been duly registered and operating legal entity or individual having all necessary rights to enter into and perform the Agreement; the signatory has sufficient authority to execute the Agreement; and there are no obstacles preventing the parties from executing and/or performing the Agreement. If the representations made above are breached or turn out to be ineffective and/or untrue at the moment of signing this Agreement or during its term, the Operator may terminate unilaterally the Agreement and/or recover the amount of losses incurred as a result of such breach or invalidity and/or inaccuracy. If the representations made above are breached or turn out to be ineffective and/or untrue at the moment of signing this Agreement or during its term and result in third party and/or regulatory claims, the Client must compensate the Operator for all losses and expenses including the amount of compensation paid by the Operator to the third parties and/or penalties to settle the claim.

**5.5.** In the event of breach of clauses 8.5.5 and 8.5.6 of the Rules, the Operator is entitled to unilaterally terminate the Contract and demand compensation from the Client for damages. The Contract shall be deemed terminated from the date of sending the termination notice to the Client by the Operator.

## **6. Dispute resolution**

**6.1.** The rights and obligations of the contracting Parties are subject to Russian Federation law.

**6.2.** The Parties shall follow Russian law with regard to any issues not covered by the Contract.

**6.3.** The Parties shall strive to settle any disputes arising between them from the Contract through negotiations within 30 days. If the parties fail to reach agreement, the dispute shall be referred to the Moscow Arbitration Court.

## **7. Confidentiality**

**7.1.** The Parties shall treat any information received while performing this Contract as confidential. The Parties shall not disclose such information to any third parties (except as stipulated herein and as required by the applicable Russian law), unless otherwise agreed between the Operator and the Client.

## **8. Telecommunications Services provided by the Operator to the Client under the Contract**

### **8.1. Connecting the Client's equipment to the data network of the Operator**

8.1.1. The Operator provides the connection of the Client's equipment to its network and provides the telecommunications services by virtue of License No. 172413 dated 26 February 2019 authorizing data transmission services except voice data transmission. The services include:

- Access to the Operator's communications network;
- Connections via the network except connections intended for voice data transmission;
- Access to data transmission services provided by other telecommunications providers whose networks interact with the Operator's network.

8.1.2. The service options:

- Network connection with a bandwidth of up to 1 Gbit/s;
- Network connection with a bandwidth of up to 10 Gbit/s.
- Network connection with remote access to the FIFO MFIX Trade Software with a bandwidth of up to 10 Gbit/s.
- Connection of the Client's equipment to the Operator's network, providing a data transfer rate of no more than 10 Gbit/s (for access to SIMBA SPECTRA).

8.1.3. Technical specifications of the Operator's network (at maximum load of 70% of the bandwidth) are as follows:

- An average latency per packet is no more than 100 ms;
- Deviation of the average latency is no more than 50 ms;
- Packet loss ratio is no more than  $10^{-3}$ ;
- Packet error ratio is no more than  $10^{-4}$ .
- The bandwidth may be 1 Gbps or 10 Gbps depending on the service option chosen.

8.1.4. The Operator provides data communication services in accordance with current statutory provisions including Federal Law "On communications" and Rules for data communication services adopted by the Government Order No 32 as of 23 January 2006.

8.1.5. The service uptime is 99.5% (ninety-nine point five).

8.1.6. The Operator retains the right to interrupt the service to carry out routine maintenance of communication means and equipment. This is made out of business hours if possible and not considered a service break if the Operator has notified the Client thereof 24 (twenty-four) hours prior to the expected maintenance and the timing of maintenance was specified in the notice.

8.1.7. The Service provides two (2) IP/MAC addresses in the Operator's network.

### **8.2. Internet connection**

8.2.1. The Operator provides the connection of the Client's collocated equipment to its network and provides telematics services by using its Telematics Service License No 172411 dated 26 February 2019. These telematics services include:

- Access to the Operator's communications network;

- Provision of access to the IT systems of the information and telecommunications networks including the Internet;
  - Reception and forwarding of telematics electronic messages.
- 8.2.2. Clients are able to select from the following options for the Service set out in Clause 8.2:
- Basic option: physical connection with a bandwidth of up to 1 Mbps (the volume of telematic messages is not limited);
  - Additional option: scaling up the bandwidth for existing connections by 1 Mbps or less (the volume of telematic messages is not limited);
  - Additional option: scaling up the bandwidth for existing connections by 10 Mbps or less (the volume of telematic messages is not limited).
- 8.2.3. The total bandwidth capacity ordered as per Clause 8.2.2 above, is spread between all physical connections ordered as per Clause 8.2.1.
- 8.2.4. Technical specifications of the Operator's network (at maximum load of 70% of the bandwidth) are as follows:
- An average latency per packet is no more than 100 ms;
  - Deviation of the average latency is no more than 50 ms;
  - Packet loss ratio is no more than  $10^{-3}$ ;
  - Packet error ratio is no more than  $10^{-4}$ .
- 8.2.5. If the Client's equipment is connected via the Internet, an unlimited number of telematic messages is available for free.
- 8.2.6. The Operator provides the telematics services pursuant to current statutory provisions including Federal Law "On communications" and the Rules for rendering telematic communication services (approved by the Decree of the Russian Government No. 575 of 10 September 2007).
- 8.2.7. The service uptime is 99.5% (ninety-nine point five).
- 8.2.8. The Operator retains the right to interrupt the service to carry out routine maintenance of communication means and equipment. This is made out of business hours if possible and not considered a service break if the Operator has notified the Client thereof 24 (twenty-four) hours prior to the expected maintenance and the timing of maintenance was specified in the notice.
- 8.2.9. One Internet IP-address is provided to the Client as part of the basic service option set out in Clause 8.2 above.

### **8.3. Internet connection for management ports**

- 8.3.1. The Operator provides the connection of the management interface of the Client's equipment collocated without using a dedicated rack to its network and provides telematics services by using its Telematics Service License No 172411 dated 26 February 2019. These services include:
- Access to the Operator's communications network;
  - Provision of access to the IT systems of the information and telecommunications networks including the Internet;
  - Reception and forwarding of telematics electronic messages.
- 8.3.2. If the Client's equipment is connected via the Internet, an unlimited number of telematic messages is available for free.
- 8.3.3. The service uptime is 99.5% (ninety-nine point five).



- 8.3.4. The bandwidth capacity provided by the Service is 1 Mbps or less (with an unlimited number of telematic messages). It is spread between all connections set up as part of the Service.
- 8.3.5. The Operator retains the right to interrupt the service to carry out routine maintenance of communication means and equipment. This is made out of business hours if possible and not considered a service break if the Operator has notified the Client thereof 24 (twenty-four) hours prior to the expected maintenance and the timing of maintenance was specified in the notice.
- 8.3.6. One Internet IP-address is provided to the Client as part of the Service set out in Clause 8.3.1 above.

#### **8.4. Time signal service**

- 8.4.1. The Operator connects the Client equipment to its network to synchronize clocks with MOEX's PTP Grandmaster over Precision Time Protocol (PTP).
- 8.4.2. Client equipment is connected to the Operator's network for the above-mentioned purposes based on Operator's License No. 172413 Data Transmission Services Except Voice Data Transmission Services dated 26 February 2019. The equipment connection service includes:
  - Access to the Operator's communications network;
  - Connections via the network except connections intended for voice data transmission;
  - Access to data transmission services provided by other telecommunications providers whose networks interact with the Operator's network.
- 8.4.3. The Operator provides data communication services in accordance with current statutory provisions including Federal Law "On communications" and Rules for data communication services adopted by the Government Order No 32 as of 23 January 2006.
- 8.4.4. The service uptime is 99.5% (ninety-nine point five).
- 8.4.5. The Operator retains the right to interrupt the service to carry out routine maintenance of communication means and equipment. This is made out of business hours if possible and not considered a service break if the Operator has notified the Client thereof 24 (twenty-four) hours prior to the expected maintenance and the timing of maintenance was specified in the notice.

#### **8.5. Related network connectivity services**

- 8.5.1. Provision of an extra Internet IP address
  - 8.5.1.1. The Client is provided with an extra Internet IP address;
  - 8.5.1.2. The service is provided if the Client's equipment has an active connection to the Internet as per these Rules.
- 8.5.2. Provision of two additional IP/MAC addresses
  - 8.5.2.1. Allocation of two (2) additional IP/MAC addresses to the Client.
  - 8.5.2.2. The service is provided if the Client's equipment is connected to the Operator's network in accordance with the Rules.
- 8.5.3. Provision of sixteen additional IP/MAC addresses
  - 8.5.3.1. Allocation of sixteen (16) additional IP/MAC addresses to the Client.
  - 8.5.3.2. The service is provided if the Client's equipment is connected to

the Operator's network in accordance with the Rules.

8.5.4. Mirroring traffic on Client connectivity ports

8.5.4.1. The Operator connects Client equipment to its network for traffic mirroring purposes regarding the specific client connection organized as per paragraph 8.2 above and provides the telecommunications services to transmit data based on its License No. 172413 dated 26 February 2019 authorizing data transmission services except voice data transmission, which services include:

- Access to the Operator's communications network;
- Connections via the network except connections intended for voice data transmission;
- Access to data transmission services provided by other telecommunications providers whose networks interact with the Operator's network.

8.5.4.2. Maximum volume of traffic: no more than the volume of traffic for the relevant connection set in accordance with paragraph 8.2 above.

8.5.4.3. Service request within one Contact is limited to 12 connections.

8.5.4.4. Network delay may differ from that applied in primary connection organized under paragraph 8.2 above.

8.5.4.5. The Operator provides data communication services in accordance with current statutory provisions including Federal Law "On communications" and Rules for data communication services adopted by the Government Order No 32 as of 23 January 2006.

8.5.4.6. The service uptime is 99.5% (ninety-nine point five) (if the load of the connection chosen for mirroring is no more than 50% of the maximum bandwidth).

8.5.4.7. The Operator reserves the right to suspend the Service to carry out routine maintenance of communications tools and equipment during non-business hours if possible. This is made out of business hours if possible and not considered a service break if the Operator has notified the Client thereof 24 (twenty-four) hours prior to the expected maintenance and the timing of maintenance was specified in the notice.

8.5.5. The IP addresses used in the Collocation Facility by a Client being a trading member of Moscow Exchange may be passed to another trading member provided that the Client has a technical connection service agreement concluded in compliance with the Terms and Conditions of Technical Connection Service of Public Joint Stock Company Moscow Exchange MICEX-RTS.

8.5.6. IP addresses used in the Collocation Facility by a Client being a registered client of a trading member of Moscow Exchange and having its equipment colocated on the basis of direct agreements with the Technical Centre and the Operator may be passed to the trading member by the Client subject to submission of an authorization letter in the form available on the Operator website <http://informationsecurity.moex.com>.

8.5.7. Permits to use IP addresses provided within the Collocation Facility by a Client that is a trading member of Moscow Exchange to another trading member by submitting an authorization letter before the effective date of the Rules are to be cancelled from 01 July 2022.

## **8.6.** Organization and provision of structured cabling systems

### 8.6.1. Cross-connection within the Collocation Facility

8.6.1.1. The Operator connects the Client's equipment installed in the Collocation Facility to other equipment of the same Client/another Client placed in the Collocation Facility. This service includes:

- Equipment switching;
- Provision of a patch cord for the equipment cross-connection;
- Provision of Structured Cabling System to facilitate equipment cross-connection.

8.6.1.2. The service may vary depending on connection type:

- Network x-connect: copper cable;
- Network x-connect: fiber optic cable.

8.6.1.3. If the Client colocates its equipment in a dedicated rack in accordance with the Moscow Exchange Collocation Services Rules, and in case the Client's dedicated rack has cross-connections or in case its dedicated racks have cross-connections, the cross-connection service shall not be charged.

### 8.6.2. Connecting Client's collocated equipment to equipment of an Authorised Network Service Provider

8.6.2.1. The Operator connects the Client's equipment installed in the Collocation Facility to Authorized Network Provider equipment placed in the provider's point of presence (a dedicated rack for installing providers' equipment) in the Collocation Facility. This service includes:

- Client's equipment switching to the Provider's equipment in the Collocation Facility;
- Provision of a patch cord for connection to the Provider's equipment in the Collocation Facility;
- Provision of Structured Cabling System for connectivity to the Provider's equipment in the Collocation Facility.

8.6.2.2. The service may vary depending on connection type:

- Connection: copper cable;
- Connection: fiber optic cable.

## **8.7.** External connectivity services

### 8.7.1. VPN access

8.7.1.1. The Operator provides the connection of the Client's equipment to its network and provides the telecommunications services by virtue of License No. 172413 dated 26 February 2019 authorizing data transmission services except voice data transmission. The services include:

- Creating a login and password authorizing the user to establish the secure access to the Operator's network via the Internet;
- Provision of the Client with a unique IP address for every login/password combination;
- Provision of access to the Operator's network;
- Connections via the network except connections intended for voice data transmission;
- Access to data transmission services provided by other telecommunications providers whose networks interact with the Operator's network.

8.7.1.2. The Client shall pay the one-off fee for every login/password combination and monthly fees according to the Price List.

8.7.1.3. To receive the Service set out in this paragraph, the Client shall establish a connection to the Internet and secure the telematics services by a telecom operator on its own.

8.7.1.4. The parties undertake to treat the login/password as confidential and follow clause 7.1 of the Contract when transferring and using them.

**8.8.** The interface parameters, connection protocols and configuration requirements are set out in the "Network connection requirements" section of the Procedures. The Operator shall monitor the compliance of the connections with the Procedures on a regular basis and shall have the right to take measures in case of violation of the Procedures, up to and including unilaterally terminating the provision of services with further notification to the Client.

**8.9.** The Services set out in paragraphs 8.1-8.6 above are provided if the Client's equipment is collocated in accordance with the Moscow Exchange Colocation Services Rules.

**8.10.** The Client shall pay the one-off fee (if applicable) for the services set out in section 8 as well as monthly fee for using the resources according to the Price List.

## **9. Technical support and maintenance**

### **9.1. Notifications**

9.1.1. To inform clients, the Operator organizes a 24-hour information system at <http://informationsecurity.moex.com/>.

9.1.2. Clients may also be informed by phone on +7 (495) 733 95 07 (from 09:00 am to 20:00 MSK on business days).

### **9.2. Operator's support service**

9.2.1. On request from a Client, the Operator's support service coordinates works, changes service configuration, settles problems, remedies shortages, and delivers technical specifications and recommendations. The technical support is included in the amount of this agreement.

9.2.2. The Operator's support service opens from 09:00 am to 20:00 pm MSK on business days.

9.2.3. Clients may contact the Operator by:

- Phone at +7 (495) 733-95-07 (Unified Moscow Exchange Group support service) from 08:00 am to 24:00 MSK on business days;

- Email 24/7 at colo@moex.com or help@moex.com (with case number given);
- By sending notifications to the public addresses of the Operator.

9.2.4. If contact details of the Operator’s support service are changed, the Operator notifies clients thereof in due course.

**9.3. Requests, response time**

9.3.1. When contacting the Operator’s support service, a Client shall deliver case description (with as much detail as possible), its severity level and a designated employee.

9.3.2. The severity of a case is determined according to the following scale:

- Critical. A service is totally or almost totally unavailable or inoperable.
- Serious. A service is unavailable or inoperable in part, or its velocity, capacity, performance or other parameter has deteriorated.
- Potential. A Client has identified a problem or a potential problem which had not had a serious impact on the service so far.
- Scheduled. A Client is going to implement changes which require reconfiguration or other action by the administrator.

9.3.3. The case severity level may be changed if a Client and/or the Operator finds out that the level was determined inaccurately.

9.3.4. Requests are sent to the support service in any of the ways established in Clause 9.2.3 above.

9.3.5. Critical cases should be delivered by email with a phone call followed up.

9.3.6. The Operator provides the following response time for cases depending on their severity:

Severity level	Response time
Critical	One hour
Serious	Four hours
Potential	Two business days
Scheduled	Two business days

The response time given above is for requests received and processed during working hours of the support service. Response time for requests received outside normal working hours may be extended respectively.

9.3.7. The response time given above implies that a specialist of the Operator starts processing a request within a given timeframe, and then make the following steps depending on the request’s complexity, type and size:

- Solves the problem and sends a relevant report to the Client;
- Provides a time schedule for solving the problem or recommendations for a workaround;
- Starts the recovery;
- Determines the need for further diagnostics and starts such diagnostics if needed;
- Diagnoses a problem out of the Operator’s area of responsibility and

- provides the Client with problem analysis;
  - Carries out the diagnostics or analysis, or contact the Client's designated employee to agree further steps.
- 9.3.8. The response time does not include time spent to contact a responsible employee of a Client (including time spent to clarify information needed to solve the problem), and time needed to authorize its representative (if necessary).
- 9.3.9. Some work (including diagnostic work) with equipment may be postponed due to the requirements for carrying out the work set out in the "Network connection requirements" section of the Regulations.
- 9.3.10. The Operator notifies a Client if necessary, on the resolution of a problem after relevant works are completed. At the request of a Client to the Support Service, the Operator provides information on the resolution of a problem or the status of an ongoing issue.

#### **9.4. Technical Support**

- 9.4.1. The Operator provides technical support services as part of Services specified in Section 8 hereof and ordered by a Client.
- 9.4.2. Support services include also:
- Changing the Operator's network hardware configuration (upon connection/deactivation of network services, change of network services configuration, diagnostics and network problems related to the Client's equipment);
  - Diagnostics of network connections to the Operator's hardware;
  - Notifications to the Client's technical support services of routine maintenance carried out to the Operator's network hardware;
  - Prompt notifications to the Client's technical support services of any downtime resulting from an outage;
  - Changing the Internet access restriction configuration.
- 9.4.3. All works are done in accordance with requirements set out Network Connection Requirements section of the Procedures.
- 9.4.4. Recommendations for coordinating the process of requesting and going through technical support are given in the "Requesting the services of the Operator" section of the Colocation Procedures.
- 9.4.5. Works are done if technically possible.
- 9.4.6. The Operator is entitled to refuse to perform certain tasks if it considers them irrelevant, inconsistent with services ordered by a Client, or exceeding service size/frequency/duration limits established by the Operator.

#### **10. Identification of end users**

**10.1.** Within one month after this Contract takes effect and then every quarter, the Client shall submit to the Operator updates of lists of persons using its front-end equipment. Such lists shall be signed by the duly authorised representative of the Client and contain the following information on such end users:

- Full names;
- Place of residence;
- Details of ID documents.

**10.2.** The lists of end users shall be delivered in hard copy or electronic form. The latter is possible if the electronic document is signed with qualified digital signature and the electronic document interchange agreement between the Client and the Operator is in place. The lists of end users shall be submitted by the fifth day of the quarter immediately following the reporting quarter.

## **11. Final provisions**

**11.1.** The Client must not assign its rights and obligations under the Contracts without Operator's prior written consent.

**11.2.** The Client undertakes to submit its bank details as updated from time to time to the Operator within ten (10) business days of the date the changes took effect.

**11.3.** Any notices or messages under these Rules and the Contract including those submitted to notify of address change and bank details, or changes to the Terms and Conditions shall be served by the Parties in written form. Notices shall be deemed validly given if delivered by one of the following ways:

- Registered mail return receipt requested;
- Courier service with delivery confirmation by authorised persons;
- An electronic message or document via the e-data interchange system;
- Email;
- An electronic message or document sent via Client's web account;
- By disclosing information on the Operator's website;
- Otherwise if agreed the Parties.

## **12. Anti-corruption clause**

**12.1.** The Parties acknowledge and confirm that each of them adheres to the zero-tolerance policy regarding bribery and corruption. This implies an absolute prohibition on corruption activities and facilitation payments. In their ordinary course of business, the Parties adhere to applicable anti-bribery and anti-corruption laws and associated policies and procedures.

**12.2.** The Parties guarantee that neither they, nor their employees will offer, submit, give or agree bribes (money or gifts of value) to any parties (including, but not limited to individuals, businesses and government officials) as well as request, accept or agree to accept, directly or indirectly, a bribe (money or gifts of value) from any party.

## **13. Banking details**

Full corporate name:

MOEX Information Security Limited Liability Company

Registered address:

Office 1, 1/13 building 4 Sredniy Kislovsky pereulok Moscow Russian Federation 125009. 1.

OGRN (Primary State Registration Number): 1187746857770

INN (Taxpayer Identification Number): 7703465919;

KPP (Tax Registration Reason Code): 770301001

Correspondence address (i.e. the address of the Operator's authorized representative):

Address: 13 Sredniy Kislovsly pereulok 125009,  
To: Moscow Exchange

MOEX Information Security LLC holds the following licenses:

telematics services of telecommunication (No. 172411 as of 26 February 2019) and provider of data transfer telecommunication services (except voice mail data transfer) (No. 172413 as of 26 February 2019). communication channels services (Licence No. 172412 as of 26 February 2019).

<b><u>Banking details</u></b> <b><u>for payments in RUB:</u></b>	<b><u>Banking details</u></b> <b><u>for payments in USD:</u></b>	<b><u>Banking details</u></b> <b><u>for payments in EUR:</u></b>
<b>Beneficiary:</b> MOEX Information Security LLC <b>INN/KPP:</b> 7703465919 /770301001 <b>Acc.</b> 40702810110000000460 With NCC BIC: 044525646 Correspondent account: 30103810345250000646	<b>Correspondent' Bank:</b> Acc. 400759950 with JPMORGAN CHASE BANK, N.A., New York, USA, swift: CHASUS33 <b>Beneficiary's Bank:</b> Central Counterparty National Clearing Centre, Moscow, Russia, swift NCCBRUMM  <b>Beneficiary:</b> MOEX Information Security LLC Acc.40702840300000000460	<b>Correspondent' Bank:</b> Acc. 6231606713 with JPMORGAN AG, Frankfurt am Main, Germany, swift: CHASDEFX <b>Beneficiary's Bank:</b> Central Counterparty National Clearing Centre, Moscow, Russia, swift: NCCBRUMM IBAN: DE13501108006231606713  <b>Beneficiary:</b> MOEX Information Security LLC Acc.40702978900000000460

#### 14. Appendices:

- Appendix 1 Service Request Form;
- Appendix 2 Colocation Service Change Form;
- Appendix 3 External Access Service Change Form;
- Appendix 4 Notice of Contract Termination



# Appendix No. 1 to the Telecommunications Services Rules

## Заявление о выборе услуг/ Service request form

Наименование Клиента, ФИО контактного лица/ФИО\* (Client name): \_\_\_\_\_ ;  
 ОГРН/серия и номер паспорта\* (OGRN/passport No): \_\_\_\_\_ ;  
 ИНН/КПП (Taxpayer ID): \_\_\_\_\_ / \_\_\_\_\_ ;  
 Реквизиты (Bank details): \_\_\_\_\_ ;  
 Юридический адрес:/место регистрации\*(Address): \_\_\_\_\_ ;  
 Адрес электронной почты, телефон (Contact e-mail, phone): \_\_\_\_\_ .

\* Указывается при заполнении Заявления физическими лицами/ Only applies to an individual.

№	Наименование услуги/ Service name	Единица измерения/ measure unit	Количество/ Quantity
<b>Услуги в Зоне колокации</b>			
1.	Подключение оборудования клиента к сети передачи данных Оператора связи, обеспечивающие скорость обмена данными не более / Network connectivity to the Network Provider infrastructure with bandwidth up to	1 Гбит/с / 1 Gbit/s	
		10 Гбит/с / 10 Gbit/s	
2.	Подключение оборудования клиента к сети передачи данных Оператора связи, обеспечивающего удалённый доступ к Программному Обеспечению FIFO MFIX Trade со скоростью обмена данными не более 10 Гбит/с / Network connectivity to the Network Provider infrastructure providing remote access to the FIFO MFIX Trade software with bandwidth up to 10 Gbit/s	1 подключение / 1 connection	
3.	Подключение оборудования клиента к сети передачи данных Оператора связи, со скоростью обмена данными не более 10 Гбит/с (для доступа к SIMBA SPECTRA) / Network connectivity to the Network Provider infrastructure with bandwidth up to 10 Gbit/s (for remote access to the SIMBA SPECTRA)	1 подключение / 1 connection	
4.	Предоставление дополнительных IP-адресов из адресного пространства сети передачи данных Оператора Связи для подключения к ТКС МБ, в том числе - для получения данных в режиме резервирования по технологии мультикаст/ Provision of additional IP addresses from the Operator's network address space for connection to the MOEX TS, including for receiving data in backup mode via multicast	2 IP	
		16 IP	
5.	Подключение оборудования клиента к сети Интернет / Network connectivity to the Internet	1 подключение / 1 connection	
6.	Увеличение суммарной ширины полосы пропускания подключений к сети Интернет на выбранную величину / Additional bandwidth for Internet connection	1 Мбит/с / 1 Mbit/s	
		10 Мбит/с / 10 Mbit/s	
7.	Выделение одного дополнительного IP-адреса в сети Интернет/ 1 extra Internet IP address	1 IP	
8.	Подключение интерфейса управления к сети Интернет / Management port connection	1 порт / 1 port	
9.	Кросс-соединение с использованием кабеля выбранного типа/Cross connection	Медный / Copper	
		Оптоволоконный / Fiber-optic	
10.	Подключение оборудования Клиента к оборудованию Аккредитованного оператора связи с использованием кабеля выбранного типа/ Connection of the Client's equipment to the equipment of an Accredited Telecom Operator using a cable at the client choice	Медный / Copper	
		Оптоволоконный / Fiber-optic	
11.	Сервис точного времени по протоколу PTP / PTP time synchronization	1 подключение / 1 connection	
12.	Зеркалирование трафика на портах подключения оборудования Клиента / Client Connection Mirroring	1 подключение / 1 connection	
<b>Услуги внешних подключений</b>			
13.	VPN доступ	логин-пароль / login-password	

Особые условия  
Special conditions

От Оператора Связи  
 ООО «МБ Защита Информации» /  
 On behalf of Operator  
 MOEX Information Security LLC

От Клиента/ On behalf of the client

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Дата подписания Заявления

Date of acceptance «\_\_» \_\_\_\_\_ 20\_\_г./

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Дата подачи Заявления

Service request date «\_\_» \_\_\_\_\_ 20\_\_г./

Заявление подается в соответствии с Правилами оказания услуг связи / The Service request form should be sent in accordance with

## Appendix No. 2 to the Telecommunications Services Rules

Заявление об изменении Услуг в Зоне Колокации / Colocation service change form № \_\_\_\_\_ к Договору \_\_\_\_\_ /CLZ

Наименование Клиента, ФИО контактного лица /ФИО\* (Client name): \_\_\_\_\_

\* Указывается при заполнении Заявления физическими лицами/ Only applies to an individual.

№	Наименование услуги/ Service name	Единица измерения/ measure unit	Кол-во подключаемых услуг/ Service qty to be enabled	Кол-во отключаемых услуг/ Service qty to be disabled
<b>Услуги в Зоне колокации</b>				
1.	Подключение оборудования Клиента к сети передачи данных Оператора связи, обеспечивающие скорость обмена данными не более / Network connectivity to the Network Provider infrastructure with bandwidth up to	1 Гбит/с/ 1 Gbit/s		
		10 Гбит/с/ 10 Gbit/s		
2.	Подключение оборудования клиента к сети передачи данных Оператора связи, обеспечивающего удалённый доступ к Программному Обеспечению FIFO MFIX Trade со скоростью обмена данными не более 10 Гбит/с / Network connectivity to the Network Provider infrastructure providing remote access to the FIFO MFIX Trade software with bandwidth up to 10 Gb	1 подключение / 1 connection		
3.	Подключение оборудования клиента к сети передачи данных Оператора связи, со скоростью обмена данными не более 10 Гбит/с (для доступа к SIMBA SPECTRA) / Network connectivity to the Network Provider infrastructure with bandwidth up to 10 Gbit/s (for remote access to the SIMBA SPECTRA)	1 подключение / 1 connection		
4.	Предоставление дополнительных IP-адресов из адресного пространства сети передачи данных Оператора Связи для подключения к ТКС МБ, в том числе - для получения данных в режиме резервирования по технологии мультикаст** / Provision of additional IP addresses from the Operator's network address space for connection to the MOEX TS, including for receiving data in backup mode via multicast**	2 IP		
		16 IP		
5.	Подключение оборудования Клиента к сети Интернет / Connectivity to the Internet	1 подключение/ 1 connection		
6.	Увеличение суммарной ширины полосы пропускания подключений к сети Интернет на выбранную величину / Additional bandwidth for Internet connection	1 Мбит/с/ 1 Mbit/s		
		10 Мбит/с/ 10 Mbit/s		
7.	Выделение одного дополнительного IP-адреса в сети Интернет/ 1 extra Internet IP address	1 шт/1 IP		
8.	Подключение интерфейса управления к сети Интернет / Management port connection	1 порт/ 1 port		
9.	Кросс-соединение с использованием кабеля выбранного типа / cross connection	Медный/ Copper		
		Оптоволоконный/ Fiber-optic		
10.	Подключение оборудования Клиента к оборудованию Аккредитованного оператора связи с использованием кабеля выбранного типа / Connection of the Client's equipment to the equipment of an Accredited Telecom Operator using a cable at the client choice	Медный/ Copper		
		Оптоволоконный/ Fiber-optic		
11.	Сервис точного времени по протоколу PTP / PTP time synchronization	1 подключение/ 1 connection		
12.	Зеркалирование трафика на портах подключения оборудования Клиента / Client Connection Mirroring	1 подключение/ 1 connection		

Особые условия  
Special conditions

От Оператора Связи

ООО «МБ Защита Информации»/

От Клиента/ On behalf of the client

**On behalf of Operator**  
**MOEX Information Security LLC**

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Дата подписания Заявления

Date of acceptance «\_\_» \_\_\_\_\_ 20\_\_ г./

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Дата подачи Заявления

Service request date «\_\_» \_\_\_\_\_ 20\_\_ г./

## Appendix No. 3 to the Telecommunications Services Rules

Заявление об изменении Услуг Внешних Подключений/ № \_\_\_\_\_ к Договору/to the Agreement \_\_\_\_\_ /CLZ  
External access service change form

Наименование Клиента, ФИО контактного лица /ФИО\* (Client name): \_\_\_\_\_

\* Указывается при заполнении Заявления физическими лицами/ Only applies to an individual.

Выберите один из вариантов, совмещение не допускается:

### Заказ услуг

№	Наименование услуги/ Service name	Вид изменения/ Change type	Кол-во / Service qty
1	Добавление VPN логина / add VPN logins	логин-пароль / login-password	

### Отключение услуг

№	Наименование услуги/ Service name	Услуги для отключения / Services for disable
1	Отключение VPN логина / disable VPN logins	Перечислите логины для удаления: _____ _____ _____ _____

### Изменение услуг

№	Наименование услуги/ Service name	Услуги для изменения / Services for changing
1	Изменение пароля VPN логина / VPN login password change	Перечислите логины для изменения: _____ _____ _____ _____

Особые условия  
Special conditions

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От Оператора Связи  
ООО «МБ Защита Информации»/  
On behalf of Operator  
MOEX Information Security LLC

\_\_\_\_\_

Дата подписания Заявления

Date of acceptance «\_\_» \_\_\_\_\_ 20\_\_г./

От Клиента/ On behalf of the client

\_\_\_\_\_

Дата подачи Заявления

Service request date «\_\_» \_\_\_\_\_ 20\_\_г./

**Appendix No. 4** to the Telecommunications Services Rules

<please use the company's letterhead>

MOEX Information Security LLC

**Notice of Contract Termination**

Please accept this as a notice to terminate the Telecommunications Services Agreement  
No. \_\_\_\_\_ dated \_\_ \_\_\_\_\_ 20\_\_ from \_\_ \_\_\_\_\_ 20\_\_.

**On behalf of the Client**

\_\_\_\_\_  
\_\_\_\_\_

Date

\_\_\_\_ \_\_\_\_\_ 20\_\_