

**On approval
of User Agreement,
regulating the relationship
between National Information
Technologies JSC and Users of the
"Smart Data Ukimet" Data
Analytics System service**

To establish assignment of responsibilities for the Users of the "Smart Data Ukimet" Data Analytics System service, and with aim to optimize the work on concluding Agreements on non-disclosure of confidential information, **I HEREBY ORDER:**

1. To approve the attached User Agreement regulating the relationship between National Information Technologies JSC and Users of the "Smart Data Ukimet" Data Analytics System service.
2. To appoint A. Bizhanov, Head of the SDU Big Data project as the responsible person for bringing this Order to the attention of the all the interested parties and publishing it on the Company's portal.
3. Control over execution of the Order should be entrusted to K. Zhakeev, Director for SDU Big Data Department.
4. This Order shall come into force when signed.

Deputy Chairman of the Board

N. Kurmalayev

USER AGREEMENT

Nur -Sultan April 18th, 2022

1. General provisions

1.1. This User Agreement (hereinafter: Agreement) regulates the relationship between the Owner and the User of the "Smart Data Ukimet" Data Analytics System service (hereinafter: Service).

1.2. The User shall read the entire Agreement prior to start using the Service. Registration of the User shall mean complete and unconditional acceptance of the Agreement by the User. In case of disagreement with the terms of the Agreement, the use of the Service by the User shall be immediately terminated.

1.3. The Agreement establishes the rules, compliance with which is necessary for unhindered access to the Service and its proper use.

1.4. The User confirms that s/he agrees with all the terms of this Agreement entirely, with no reservations and exceptions, and is fully aware of their significance, as well as the possible consequences of violating these terms.

1.5. By signing the Agreement, the User undertakes responsibility for downloading and using the data contained in the Service in order to provide him/her with services through the Service and its components.

1.6. The use of the Service after publication of changes to the Agreement means the User's unconditional consent to the changes made to the Agreement terms.

2. Definition of terms

2.1. The following concepts are used in this Agreement:

- "Smart Data Ukimet" Data Analytics System service is a centralized tool for collecting, analyzing and visualizing big data of government agencies.

- Owner of the Service and its components (Owner) is "National Information Technologies" Joint-Stock Company; address: 55/15 Mangilik Yel ave., Nur-Sultan, 010000, Republic of Kazakhstan, BIN 000740000728;

- Service User (User) is a government agency and legal entities that have accepted the terms of the Agreement, registered in the Service and use the Service and its components to obtain the necessary electronic information resources and information within the framework of the current legislation of the Republic of Kazakhstan;

- Confidential information is data and information legally protected or constituting official, commercial information and other confidential information (production, technical, economic, organizational, usernames, passwords, and others), as well as information on the methods of carrying out professional activities that have actual or potential commercial value due to their unfamiliarity to third parties and to which the third parties do not have free access on a legitimate basis and in respect of which the owner of such information has established non-disclosure restrictions.

- Non-disclosure restrictions involve legal, organizational, technical and other measures taken by an owner of information constituting a trade secret and other confidential information to protect its confidentiality, as well as by persons who lawfully received it.

- Disclosure of confidential information is an action/inaction as a result of which information constituting a trade or other legally protected secret in any possible form (oral, written, or other form, including using technical means) becomes known to third parties.

- Third party is a legal entity or an individual who is not a government agency and have the right to receive relevant Confidential information from the User under an agreement or other legal basis;

- Digital signature (hereinafter: DS) is a set of electronic digital symbols created by means of a digital signature and confirming the authenticity of an electronic document, its belonging and the unalterability of its content.

2.2. All other terms and definitions used in this Agreement are interpreted in accordance with the current legislation of the Republic of Kazakhstan.

3. Subject of the Agreement

3.1. This Agreement is a public offer. By accessing the materials of the Service and its components, the User is considered to have joined and accepted all the terms of this Agreement.

3.2. If the User does not agree with the changes made, s/he is obliged to withdraw from the Service and its components and stop using the materials and services of the Portal and its components.

3.3 The User who has joined the Agreement accepts all the terms and obligations established by the Agreement.

3.4. An e-mail specified by the User in the registration form on the Service is intended for receiving notifications.

3.5. The use of the materials and services of the Service is regulated by the provisions of the current legislation of the Republic of Kazakhstan and in-house documents of the Owner.

4. Rights and Liabilities of the Parties

4.1. The Owner has the right to:

4.1.1. change the terms of use for the Service, as well as content of the Service. The changes come into effect from the moment of publication on the Service;

4.1.2. unilaterally change the Agreement terms at any time. Such changes come into effect from the moment the new version of the Agreement is published on the Service, with the simultaneous cancellation of the previous version of the Agreement;

4.1.3. restrict access to the Service in case of violation by the User of the Agreement terms, as well as violations committed by Third Parties;

4.1.4. collect, analyze, use, distribute information used by the User on the Service, including, but not limited to, information about the User's actions on the Service, etc.;

4.1.5. change the design and user interface of the Service, its content, capabilities and other objects used or stored on the Service at any time without notifying the User;

4.1.6. take any measures not prohibited by the legislation of the Republic of Kazakhstan to protect intellectual rights in relation to the Service, as well as the information provided.

4.2 The User has the right to:

4.2.1. get access to use the Service;

4.2.2. use all the services available on the Service, as well as purchase any Services offered on the Service;

4.2.3. ask any questions related to the services;

4.2.4. use the Service exclusively for the purposes and in the manner provided for by the Agreement and not prohibited by the legislation of the Republic of Kazakhstan.

4.3. The Owner is obliged to:

4.3.1. ensure the functioning of the Service and its components;

4.3.2. ensure technical support for the Service and provide a convenient way of communication for User requests regarding all the issues that arise when using the Service.

4.4. The User is obliged to:

4.4.1. ensure the confidentiality of received data and prevent its disclosure;

4.4.2. properly comply with the Agreement terms;

4.4.3. not taking actions that may be considered as violating the legislation of the Republic of Kazakhstan or the provisions of international law, as well as any actions that lead or may lead to disruption of the normal operation of the Service and its components;

4.4.4. observe the property and non-property rights of the Owner when using the Service;

4.4.7. not distributing any confidential information and information protected by the legislation of the Republic of Kazakhstan about individuals or legal entities using the Service;

4.4.8. not to use the Service and information obtained on the Service for the purposes of terrorism, extremism, incitement of ethnic hatred and for other purposes prohibited by the legislation of the Republic of Kazakhstan.

5. Liability of the Parties

5.1. In case of violation of the terms of this Agreement, which caused harm to all or one of the parties to the Agreement, the guilty party is liable in accordance with the legislation of the Republic of Kazakhstan.

5.2. The Owner is not responsible for:

- technical temporary failures and interruptions in the operation of the Service and its components that have arisen for reasons beyond the control of the Owner, or in the case of scheduled or unscheduled maintenance activities of the Service and its components;

- for the actions of the User and third parties who have been granted access to the Service and its components by the User;

- any direct, indirect damage, including lost profits, damage from use, loss of data or any other non-material losses, damage to reputation and other damage resulting from:

- 1) use or inability to use the Service and its components by Users;

- 2) change of the Agreement terms by the Owner.

5.3. The User is fully responsible:

- for the accuracy of data provided during registration on the Service and its components, as well as for the untimely updating and correction of the data during the use of the Service.

- for the actions of third parties who have been granted access to the Service and its components by the User.

5.4. The User undertakes all the risks and possible damage resulting from provision of false information, as well as transfer of confidential information to third parties.

5.5. The User shall not disclose, transfer, make known in any way or give its permission to use the information to any third parties without the written consent of the Owner. Transfer of information through open channels of telephone, telegraph, fax and the Internet communication is prohibited.

6. Violation of the User Agreement terms

6.1. The Owner has the right to disclose any collected information if disclosure is necessary in connection with an investigation or complaint regarding the misuse of the Service or to establish (identify) the User who may violate or interfere with the rights of other users within the legislation of the Republic of Kazakhstan.

6.2. The Owner has the right to disclose information about the actions taken by the User and third parties in accordance with the legislation of the Republic of Kazakhstan.

6.3. The Owner has the right to terminate and/or block access to the Service without prior notice to the User if the User has violated the Agreement or the terms of use for the Service provided for in other documents, as well as in the event of termination of the Service or due to a technical malfunction or problem.

6.4. The Owner is not liable to the User or third parties for termination of access to the Service in case of violation by the User of any provision of the Agreement or other document containing the terms of use for the Service.

7. Confidentiality of information

7.1. The User shall restrict access to confidential information obtained under the Agreement hereof by establishing control over compliance with the non-disclosure restrictions.

7.2. The User shall immediately inform the Owner of information about the fact of disclosure or threat of disclosure, illegal receipt or illegal use of confidential information caused by the User or a third party, or if became aware of the fact of disclosure or threat of disclosure, illegal receipt or illegal use of confidential information.

7.3. The User shall not disclose, transfer, make known in any way or give permission to use confidential information to any third parties, except for persons entitled to receive relevant confidential information from the User by agreement or other legal basis.

8. Final provisions

8.1. All possible disputes arising from or related to this Agreement are subject to settlement in accordance with the applicable legislation of the Republic of Kazakhstan.

8.2. Inaction on the part of the Owner in case of violation by any of the Users of the provisions of the Agreement does not deprive the Owner of the right to take appropriate actions later to protect their interests and protect property and non-property rights related to the Service materials secured in accordance with the legislation.

8.3. The Owner is not obliged to provide the User or third parties with any evidence, documents and other information confirming the User's violation of the Agreement terms, as a result of which the User was denied access to the Service or its individual functions, or such access was terminated and/or blocked.

8.4. This Agreement comes into force when the User visits the Service for the first time and is valid between the User and the Owner throughout the entire period of use of the Service by the User.

8.5. The Service is the Owner's intellectual property. Use of the Service by the Users is only possible under the Agreement and the legislation of the Republic of Kazakhstan on intellectual property rights.

8.6. The User agrees not to reproduce, repeat or copy any parts of the Service, except for cases when such permission is given to the User by the Owner.

8.7. This Agreement is governed by and interpreted in accordance with the laws of the Republic of Kazakhstan. Issues not regulated by the Agreement are subject to settlement in accordance with the legislation of the Republic of Kazakhstan.