KSENTRA TERMS OF SERVICE

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1. INTRODUCTION AND ACCEPTANCE

1.1. These Terms of Service ("Terms") constitute a legally binding agreement between you ("Client", "you", "your") and Ksentra (trading name of LLC Ksentra, registered in Russia under OGRN 1127746162741, INN 7729705107, address: 119526, Moscow, Vernadskogo prospekt, 93/1, apt. 82, Russian Federation; "Ksentra", "we", "our", "us") governing your use of our website at https://ksentra.com and any services you engage us to provide.

1.2. By visiting https://ksentra.com, submitting an inquiry, signing a proposal, paying an invoice, or otherwise engaging with Ksentra's services, you acknowledge that you have read, understood, and agree to be bound by these Terms and our Privacy Policy, available at https://ksentra.com/docs/1/. These Terms apply to all engagements with Ksentra unless a separate written Master Services Agreement has been signed by both parties, in which case that agreement shall prevail to the extent of any inconsistency.

1.3. If you are entering into these Terms on behalf of a company or other legal entity, you represent that you have the authority to bind that entity to these Terms. In that case, "you" and "your" shall refer to that entity.

1.4. If you do not agree to these Terms, you must not use our website or engage our services.

2. ELIGIBILITY

2.1. Age Requirement. By engaging our services, you represent and warrant that you are at least 18 (eighteen) years of age. Our services are not directed at minors. If you are under 18, you may not use our services.

2.2. Legal Capacity. You represent and warrant that you have full legal capacity to enter into a binding agreement. If any applicable law restricts or prohibits your ability to enter into contracts, you may not engage our services.

2.3. Corporate Accounts. If you are using our services on behalf of a company, partnership, association, or other legal entity, you represent and warrant that: (a) you are duly authorised to represent that entity; (b) your acceptance of these Terms binds that entity; and (c) the entity's use of our services complies with all applicable laws and regulations in its jurisdiction of incorporation and operation. Ksentra may request documentation evidencing your authority to act on behalf of the entity.

3. DESCRIPTION OF SERVICES

3.1. Ksentra provides professional digital marketing and AI services to businesses and individuals. Our service offering includes, but is not limited to:

Digital Marketing Services: a) Search Engine Optimisation (SEO) — technical site audits, on-page and off-page optimisation, keyword research, content strategy, link building, and search performance monitoring; b) Pay-Per-Click Advertising (PPC) — campaign strategy, creation, and management across platforms including Google Ads, Yandex Direct, and other advertising networks; bid management, creative testing, and conversion optimisation; c) Social Media Marketing (SMM) — social media strategy, content creation and scheduling, community management, and paid social advertising across relevant platforms; d) Email Marketing — email strategy, template design and development, audience segmentation, automated workflow creation, A/B testing, and deliverability optimisation; e) Web Development — design and development of websites, landing pages, and e-commerce solutions; ongoing maintenance and technical support; f) Digital Strategy — comprehensive digital presence audits, integrated marketing strategy development, performance measurement frameworks, and strategic advisory services.

AI Services: g) AI Chatbots — design, development, training, deployment, and integration of intelligent conversational agents for websites, messaging platforms, CRM systems, and other channels; h) AI Agents and Automation — design and implementation of autonomous AI-powered agents and workflows that automate business processes, data processing, and repetitive tasks; i) AI Teams — development of multi-agent systems in which multiple specialised AI agents collaborate to accomplish complex tasks; j) Strategic AI Consulting — AI readiness assessment, AI adoption roadmap development, use-case identification and prioritisation, digital transformation advisory; k) AI Staff Training and Enablement — workshops, training programmes, and materials to enable your team to effectively use AI tools and integrate AI into daily workflows.

3.2. The specific scope of services applicable to your engagement is defined in a Statement of Work, proposal, or equivalent document agreed between us (each a "Proposal"). These Terms apply to all such engagements.

3.3. Ksentra reserves the right to modify, discontinue, or add services at any time. We will provide reasonable notice of material changes that affect active engagements.

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4. ENGAGEMENT AND SCOPE

4.1. Proposals and Statements of Work. All services are performed pursuant to a Proposal or Statement of Work ("SOW") that specifies the scope of services, deliverables, timeline, fees, and any special conditions. A Proposal becomes binding when you accept it (by signature, email confirmation, or payment of a deposit invoice, as applicable). In the event of a conflict between a Proposal and these Terms, the Proposal shall prevail in respect of specific commercial terms, while these Terms shall govern in all other respects.

4.2. Changes to Scope. Any changes to an agreed scope of services must be mutually agreed in writing (including by email). Requests for out-of-scope work will be assessed and quoted separately. Ksentra is not obligated to perform work outside the agreed scope. If you ask us to proceed with out-of-scope work before a formal agreement is reached, we may at our discretion begin work on a time-and-materials basis, and we will invoice you accordingly.

4.3. Client Responsibilities. You acknowledge that the quality and timeliness of our services depend significantly on your active cooperation. You agree to: a) Provide Ksentra with timely access to all materials, information, credentials, and resources reasonably required to perform the services, including but not limited to brand guidelines, existing analytics accounts, advertising accounts, website backend access, and product/service information; b) Review and provide feedback on drafts, concepts, reports, or

other deliverables within the timeframes specified in the Proposal or, where not specified, within 5 (five) business days of delivery; c) Designate a primary point of contact who has authority to give approvals and make decisions relating to the engagement; d) Promptly notify Ksentra of any changes in your business, products, or goals that may affect the scope or direction of the services.

4.4. Delays Caused by Client. Where delays in the delivery of services are caused by your failure to provide required materials, approvals, or feedback in a timely manner, Ksentra shall not be liable for such delays and may, at its discretion, adjust timelines and/or invoice for time spent waiting or re-scoping work.

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5. PAYMENT TERMS

5.1. Fees. Fees for services are as set out in the applicable Proposal or invoice. All fees are quoted in the currency specified in the Proposal. Ksentra is not a VAT payer (operates under a simplified tax regime in Russia); accordingly, Russian invoices do not include VAT. Invoices for international clients will be issued in accordance with applicable requirements.

5.2. Payment Due Date. Unless otherwise specified in the Proposal, all invoices are due and payable within 14 (fourteen) calendar days of the invoice date. Invoices may be sent electronically to the email address you provide.

5.3. Late Payment. If any invoice is not paid in full by the due date, Ksentra reserves the right to: a) Charge a late payment fee of 0.1% (zero point one percent) of the outstanding balance per calendar day from the day following the due date until the date of full payment; b) Suspend all active work and services until the overdue amount is paid in full, with written notice of suspension provided at least 3 (three) business days in advance (or immediately in cases of significant overdue amounts); c) Terminate the engagement in accordance with Section 6.

Ksentra's right to charge late fees does not prejudice any other rights or remedies available at law or under these Terms.

5.4. Taxes and Withholding. You are responsible for all taxes, duties, levies, and similar charges applicable in your jurisdiction, including any withholding taxes. If you are required by law to make a deduction or withholding from any payment to Ksentra, you will gross up the payment so that Ksentra receives the full invoiced amount net of any withholding.

5.5. No Refunds After Work Commencement. Once work on a project or engagement phase has commenced, any advance payments, retainer fees, or other prepayments are non-refundable for work already performed. Where a project is cancelled after commencement, you will be invoiced for work completed up to the date of cancellation. Ksentra will not retain payment for work genuinely not yet begun.

5.6. EU Consumer Rights. Nothing in this Section limits the statutory rights of consumers under applicable EU consumer protection law, including the right of withdrawal as set out in Section 6.3.

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6. CANCELLATION AND TERMINATION

6.1. Termination by Either Party. Either party may terminate an ongoing services engagement by providing at least 30 (thirty) days' prior written notice to the other party. Notice shall be delivered by email to the

party's designated contact address. During the notice period, Ksentra will continue to perform services and you will continue to pay for them.

6.2. Payment on Termination. Upon termination for any reason, you remain liable for payment for all services rendered up to and including the effective date of termination. Where services are delivered on a project basis, you will be invoiced for a proportionate share of the Proposal value reflecting work completed. Where services are delivered on a retainer basis, you will be invoiced for the current month's retainer in full if notice is provided after the 1st of that month.

6.3. EU Consumers — Statutory Right of Withdrawal. If you are an individual consumer located in the European Union, you have the right to withdraw from a services contract within 14 (fourteen) calendar days of conclusion of the contract without giving any reason ("cooling-off period"), unless you have expressly requested that we begin performance before the end of the cooling-off period and acknowledged that you lose your right of withdrawal upon full performance of the services. To exercise your right of withdrawal, please notify us by email at info@ksentra.com before the end of the 14-day period. If services have already partially commenced at your request, you will be liable for a pro-rata fee for services delivered up to the point of withdrawal.

6.4. Termination for Cause. Either party may terminate the engagement immediately upon written notice in any of the following circumstances: a) The other party commits a material breach of these Terms or the applicable Proposal that is not cured within 14 (fourteen) days of written notice specifying the breach; b) The other party becomes insolvent, files for bankruptcy or liquidation, or makes a general assignment for the benefit of creditors; c) Continuation of the engagement would require either party to violate applicable law or regulation.

6.5. Effect of Termination. Upon termination, each party will promptly return or destroy the other party's confidential information and materials. Ksentra will deliver any completed or partially completed deliverables to you upon receipt of full payment for work performed to the termination date. Sections that by their nature should survive termination (including Sections 7, 8, 10, 11, 14, and 15) shall continue in full force and effect.

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7. INTELLECTUAL PROPERTY

7.1. Ksentra's Pre-Existing and Background IP. Ksentra retains all intellectual property rights in its pre-existing tools, proprietary frameworks, methodologies, processes, know-how, templates, code libraries, AI models (including custom-trained models not specific to your engagement), and any other background intellectual property used or developed by Ksentra in the course of its business ("Ksentra IP"). Nothing in these Terms transfers any ownership of Ksentra IP to you.

7.2. Deliverables — Client Ownership Upon Full Payment. Subject to full payment of all fees due under the applicable Proposal, Ksentra assigns to you all intellectual property rights in the specific deliverables created for you under that Proposal ("Deliverables"), including but not limited to written content, graphic designs, advertising creatives, website code, and custom AI-powered applications developed exclusively for your use. The assignment takes effect upon receipt of full payment. Prior to full payment, Ksentra retains all intellectual property rights in the Deliverables and grants you a limited, non-transferable licence to use them solely for evaluating and approving the work.

7.3. Licence to Ksentra's Underlying Technology. Where any Deliverable incorporates Ksentra IP (such as proprietary frameworks, templates, or background technology), Ksentra grants you a perpetual, non-

exclusive, royalty-free licence to use that Ksentra IP solely as incorporated in the relevant Deliverable for your internal business purposes. You may not sub-licence, transfer, or use such Ksentra IP independently of the Deliverable.

7.4. Portfolio and Reference Rights. Ksentra may reference your engagement and, subject to your prior written consent, display relevant work product in its portfolio, case studies, and marketing materials. We will not disclose confidential information or commercially sensitive details without your explicit consent.

7.5. Client Materials. You grant Ksentra a non-exclusive, royalty-free licence to use all materials, content, data, trademarks, and other information you provide to us solely for the purpose of performing the services. You represent and warrant that: (a) you own or have all necessary rights to provide such materials; (b) the materials do not infringe any third-party intellectual property rights; (c) the materials do not violate any applicable law. You will indemnify Ksentra against any third-party claims arising from the materials you provide (see Section 11).

7.6. Open Source. Where Deliverables incorporate third-party open-source software, Ksentra will identify such components on request. Your use of such open-source components is subject to the applicable open-source licence terms.

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8. CONFIDENTIALITY

8.1. Each party (the "Receiving Party") agrees to keep confidential all non-public information disclosed by the other party (the "Disclosing Party") in connection with these Terms or any engagement, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure ("Confidential Information").

8.2. Confidential Information includes, without limitation: business plans and strategies, financial data and projections, client and customer lists, product and technology roadmaps, marketing strategies and campaign data, pricing and commercial terms, source code, proprietary AI models and training data, and any other information that a reasonable person would consider confidential.

8.3. Confidential Information does not include information that: (a) is or becomes publicly known through no breach of these Terms; (b) was rightfully known to the Receiving Party before disclosure without obligation of confidentiality; (c) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; (d) is received from a third party without restriction on disclosure; or (e) must be disclosed pursuant to applicable law, regulation, or binding order of a court or government authority, provided that the Receiving Party gives the Disclosing Party prompt written notice to the extent permitted by law and cooperates with efforts to seek confidential treatment.

8.4. Each party shall: (a) protect the other's Confidential Information with at least the same degree of care it uses to protect its own confidential information, and no less than reasonable care; (b) use the other's Confidential Information only for the purposes of performing or receiving the services; (c) limit access to the other's Confidential Information to employees, contractors, and agents who need it to fulfil the engagement and who are bound by confidentiality obligations no less protective than those in these Terms.

8.5. Confidentiality obligations under this Section survive the termination or expiry of any engagement for a period of 3 (three) years.

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9. PRIVACY AND DATA PROTECTION

9.1. The collection and use of personal data submitted to or processed by Ksentra in connection with your use of https://ksentra.com or your engagement with our services is governed by our Privacy Policy, available at https://ksentra.com/docs/1/, which is incorporated into these Terms by reference.

9.2. To the extent that Ksentra processes personal data on your behalf (for example, processing data of your end customers as part of an AI chatbot or marketing automation project), the parties will enter into a separate Data Processing Agreement (DPA) as required by the GDPR and other applicable data protection laws. The DPA will govern the respective obligations of the parties regarding the processing of such data. Please contact info@ksentra.com to initiate the DPA process.

9.3. You represent and warrant that any personal data you provide to Ksentra for the purposes of performing the services has been collected lawfully and with appropriate notice or consent, and that you have the right to share it with Ksentra for the agreed purposes.

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10. DISCLAIMERS AND LIMITATION OF LIABILITY

10.1. Services Provided "As Is". Ksentra's services are provided in a professional and workmanlike manner, in accordance with reasonable industry standards. However, to the maximum extent permitted by applicable law, Ksentra makes no warranty, express or implied, that services will be error-free or uninterrupted, or that any specific business result will be achieved. In particular:

a) Digital marketing outcomes — including but not limited to search engine rankings, website traffic volumes, conversion rates, advertising return on investment, and social media growth — depend heavily on factors outside Ksentra's control, including search engine algorithm changes, competitor activity, market conditions, platform policy changes, and the quality of your products or services. Ksentra does not guarantee specific quantitative outcomes unless expressly stated in writing in the applicable Proposal.

b) AI services outcomes — including the accuracy, relevance, and performance of AI models, chatbots, agents, and automations — depend on the quality, volume, and representativeness of training data; the capabilities and limitations of underlying AI technologies; and the nature of the tasks being automated. Ksentra does not warrant that AI outputs will be error-free, factually accurate in all cases, or fit for any purpose beyond those expressly agreed in the applicable Proposal.

10.2. Limitation of Liability. To the maximum extent permitted by applicable law:

a) In no event shall Ksentra be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, loss of revenue, loss of data, loss of business opportunity, loss of goodwill, or reputational harm, even if Ksentra has been advised of the possibility of such damages.

b) Ksentra's total aggregate liability to you arising out of or in connection with any engagement, whether based on contract, tort (including negligence), statute, or otherwise, shall not exceed the greater of: (i) the total amounts actually paid by you to Ksentra in the 12 (twelve) months preceding the date on which the claim arose; or (ii) EUR 100 (one hundred euros) or equivalent.

10.3. Exceptions. Nothing in these Terms limits or excludes liability for: (a) death or personal injury caused by Ksentra's negligence; (b) fraud or fraudulent misrepresentation; (c) any liability that cannot be

excluded or limited under applicable law, including mandatory consumer protection rights.

10.4. Force Majeure. Ksentra shall not be liable for any failure or delay in performing its obligations where such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to: acts of God, governmental actions, war, terrorism, civil unrest, labour disputes (not involving Ksentra's own employees), internet infrastructure outages, third-party platform failures, or other events constituting force majeure. Ksentra will notify you promptly and make reasonable efforts to resume performance as soon as practicable.

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11. INDEMNIFICATION

11.1. You agree to indemnify, defend, and hold harmless Ksentra, its officers, directors, employees, contractors, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable legal fees) arising out of or related to:

a) Your breach of any representation, warranty, or obligation under these Terms; b) Any materials, content, data, or instructions you provide to Ksentra, including any allegation that such materials infringe the intellectual property rights, privacy rights, or other rights of any third party; c) Your use of deliverables or services in a manner that violates applicable law or these Terms; d) Any claim by your end customers or users arising from the products or services you provide to them using deliverables developed by Ksentra.

11.2. Ksentra reserves the right, at its own expense, to assume exclusive control of the defence and settlement of any claim for which you are obligated to indemnify us. You agree to cooperate with Ksentra's defence of such claims and not to settle any such claim without Ksentra's prior written consent.

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12. SERVICE AVAILABILITY AND CLIENT PORTALS

12.1. Where Ksentra provides you with access to any client portal, reporting dashboard, or online workspace as part of your engagement, we will endeavour to maintain such access with reasonable availability.

12.2. Ksentra will provide you with reasonable advance notice (where practicable, at least 48 hours) of any planned maintenance downtime affecting client-facing portals or systems. Unplanned outages due to technical issues will be communicated as promptly as practicable.

12.3. Ksentra's delivery obligations are not impacted by the availability of third-party platforms (such as Google, Meta, Yandex, or other advertising or social media networks) that are outside Ksentra's control. In the event of significant third-party platform outages or policy changes that materially affect deliverability of agreed services, Ksentra will promptly notify you and propose alternative approaches.

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13. MODIFICATIONS TO THESE TERMS

13.1. Ksentra reserves the right to modify these Terms at any time. Updated Terms will be posted at https://ksentra.com/docs/2/ with the revised "Last Updated" date.

13.2. Where changes to these Terms are material, Ksentra will provide you with at least 30 (thirty) days' notice of the changes, by posting a notice on its website and/or sending an email to clients with active engagements.

13.3. Your continued engagement with Ksentra's services after the 30-day notice period constitutes your acceptance of the updated Terms. If you do not agree to the modified Terms, you must notify Ksentra in writing and may terminate your engagement in accordance with Section 6.

13.4. For clients with active Proposals or Statements of Work, modifications to these Terms that materially and adversely affect the terms of an active engagement will not apply to that engagement during its current term; they will apply from the start of any renewal or new engagement.

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14. GOVERNING LAW AND DISPUTES

14.1. Governing Law.

a) For clients engaging Ksentra via https://ksentra.ru or on the basis of a Russian-law governed contract: these Terms and any disputes arising out of or in connection with them shall be governed by and construed in accordance with the laws of the Russian Federation, without regard to conflict of laws principles.

b) For clients engaging Ksentra via https://ksentra.com or otherwise not subject to Russian-law governance: these Terms and any disputes arising out of or in connection with them shall be governed by and construed in accordance with the laws of the Federal Republic of Germany, without regard to conflict of laws principles. EU consumer protection laws of the consumer's country of residence apply to the extent required by mandatory law.

14.2. Good Faith Negotiation. Before initiating any formal dispute resolution process, the parties agree to attempt to resolve any dispute, controversy, or claim arising out of or relating to these Terms or any engagement through good faith negotiations. Either party may initiate the negotiation process by sending written notice to the other party identifying the nature of the dispute and the relief sought. The parties will have 30 (thirty) days from the date of such notice to attempt to resolve the dispute through negotiation.

14.3. Formal Dispute Resolution.

a) For Russian-law governed matters: if good faith negotiations do not resolve the dispute within 30 days, disputes shall be referred to and finally resolved by the Arbitration Court of Moscow (Arbitrazhny sud goroda Moskvy), unless mandatory law prescribes a different forum. A 10 (ten) business day pre-claim notice period shall apply.

b) For German-law governed matters: if good faith negotiations do not resolve the dispute within 30 days, disputes shall be resolved by the competent courts in Berlin, Germany, unless mandatory consumer protection law prescribes the courts of the consumer's place of residence.

14.4. EU Online Dispute Resolution. If you are an EU consumer and have a complaint about our services that we have not resolved to your satisfaction, you may use the EU Online Dispute Resolution (ODR) platform, available at: https://ec.europa.eu/consumers/odr. Ksentra's email address for ODR purposes is info@ksentra.com.

14.5. Class Action Waiver. To the extent permitted by applicable law, you waive any right to participate as a plaintiff or class member in any purported class action, class arbitration, or representative proceeding against Ksentra.

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15. GENERAL PROVISIONS

15.1. Entire Agreement. These Terms, together with the Privacy Policy, any applicable Proposal or Statement of Work, and any Data Processing Agreement, constitute the entire agreement between you and Ksentra with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements, proposals, representations, and understandings.

15.2. Severability. If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect. The invalid provision shall be replaced by a valid provision that most closely reflects the intent of the original.

15.3. Waiver. Ksentra's failure to enforce any provision of these Terms shall not constitute a waiver of its right to enforce that provision in the future.

15.4. Assignment. You may not assign or transfer your rights or obligations under these Terms without Ksentra's prior written consent. Ksentra may assign its rights and obligations under these Terms to an affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets, with notice to you.

15.5. Notices. All notices under these Terms shall be in writing and sent by email. Notices to Ksentra shall be sent to info@ksentra.com. Notices to you shall be sent to the email address you have provided. Notices are deemed received on the next business day after sending, provided no delivery failure notification is received.

15.6. Relationship of the Parties. Ksentra is an independent contractor, not an employee, partner, joint venturer, or agent of the Client. Ksentra has no authority to bind the Client in any manner whatsoever.

15.7. Language. These Terms are published in English. In the event of any conflict between an English version and any translated version, the English version shall prevail.

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16. CONTACT

For any questions about these Terms, to provide notice under these Terms, or to seek clarification on any aspect of our services:

Ksentra (LLC Ksentra) 119526, Moscow, Vernadskogo prospekt, 93/1, apt. 82 Russian Federation

Email: info@ksentra.com Website: https://ksentra.com

For legal notices, please include "Legal Notice — Terms of Service" in the subject line.

We aim to acknowledge all formal inquiries within 2 (two) business days and to provide a substantive response within 10 (ten) business days.

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