

SERVICE TERMS

PROVIDED BY THE NATIONAL DATA CENTER STATE-OWNED ENTERPRISE (ORGANIZATION RESPONSIBLE FOR THE STATE ELECTRONIC INFORMATION REPOSITORY)

English-language rendering of the Mongolian source. The wording has been polished for natural, professional English, and clause numbering has been standardized for clarity without changing the substance.

GENERAL TERMS

1. Before entering into a service agreement, the User must review the full service description and these Service Terms available at www.datacenter.gov.mn.
2. Where required, the User must submit an official written request and create a registration in the "User System" through the DAN system. This registration serves as verified information confirming that the registered person is authorized to represent the relevant organization in all matters relating to the service.
3. If the User does not agree to these Service Terms, the User may choose not to use the service. The National Data Center may amend or update these Terms to reflect changes in law or circumstances. Any revised version will take effect once notice of the update has been provided.

1. GENERAL PROVISIONS

- 1.1 These Service Terms govern the agreement between the National Data Center State-Owned Enterprise (the "National Data Center") and the service user (the "User"). They cover service delivery, the rights and obligations of each party, the relationship between the parties, and all matters relating to fees and payment.
- 1.2 Terms used in these Service Terms and in the service agreement have the meanings assigned to them in the applicable definitions.
- 1.3 The National Data Center and the User will jointly monitor compliance with these Service Terms.
- 1.4 The User must read these Service Terms carefully. By selecting the button confirming acceptance, the User is deemed to have accepted them.

1.5 Services covered

- 1.5.1 Issuing domain names to government organizations.
- 1.5.2 Providing official email addresses to government organizations.
- 1.5.3 Hosting databases for government organizations.
- 1.5.4 Virtual server rental services for government organizations.
- 1.5.5 Rack rental services.
- 1.5.6 Domestic Internet interconnection services.
- 1.6 For services referred to in Clauses 1.4.8 and 1.4.9 of the Procedure for Services Provided by the Organization Responsible for the State Electronic Information Repository, these Service Terms apply in addition to the relevant procedures and technical requirements.
- 1.7 If an essential technology upgrade or change affects these Service Terms, pricing, or a related service, the National Data Center will notify Users in advance by email or another appropriate channel.
- 1.8 The technical requirements applicable to the services listed above are set out in these Service Terms.

2. RIGHTS AND OBLIGATIONS OF THE PARTIES

2.1 National Data Center

- 2.1.1 The National Data Center is responsible for service and equipment security, reliable and continuous operation, and the confidentiality of information belonging to primary and secondary Users.
- 2.1.2 The National Data Center will provide Users with service-related information in a timely manner.
- 2.1.3 To maintain service reliability, integrity, and availability, the National Data Center may carry out scheduled or unscheduled improvements and upgrades. Where an urgent unscheduled technical change is required, it may act without advance notice to Users.
- 2.1.4 If a security vulnerability is identified in a system or address associated with a User's service and the vulnerability may adversely affect the service, the National Data Center may partially restrict access as a security measure.
- 2.1.5 The National Data Center may suspend a service if it determines that the service is not being used in accordance with the agreement or has been transferred to a third party.
- 2.1.6 If an essential technology upgrade or change affects these Service Terms, pricing, or a related service, the National Data Center will notify the User in advance by email or another appropriate channel.
- 2.1.7 The National Data Center is not liable for losses arising from circumstances beyond its control, including failures in the User's internal server operations or force majeure events.
- 2.1.8 After termination of the service agreement, the National Data Center may charge fees for the period until the User collects its equipment.

2.2 User

- 2.2.1 The User may submit service-related feedback, requests, or complaints for resolution by email to info@datacenter.gov.mn, by official letter, by telephone at 70180092, or through another available channel.
- 2.2.2 The User must collect its equipment within three business days after termination of the service agreement. The User bears all risks resulting from a failure to collect the equipment within that period.
- 2.2.3 Once the User has paid for and activated an additional service, the User is fully responsible for the related configuration. This includes domain settings, SSL certificates, website hosting, creation of email accounts, connections to other equipment, and configuration of servers, websites, domains, and SSL certificates in the monitoring system.
- 2.2.4 The User must use each selected service only for its intended purpose and bears full responsibility for any misuse.
- 2.2.5 The User is responsible for ensuring that all information registered in the User System is accurate and current.
- 2.2.6 The User must not copy, reproduce, imitate, or misuse the service provider's logo, name, or other design elements.
- 2.2.7 The User has any other rights and obligations provided by law.
- 2.3 If there is any change to a registered User, verified email address, or organization information stated in the agreement, the relevant party must provide notice immediately from the registered email address and by official letter.
- 2.4 Each party has any other rights and obligations provided by law.

3. TECHNICAL REQUIREMENTS

3.1 Only authorized personnel of the parties may access confidential information or documents exchanged between them, including connection designs, technical specifications, requirements, and security information.

3.2 Rack rental service

3.2.1 Server power connections must use CEE 7/7 and IEC C14/C13 standard plugs.

3.2.2 Equipment must have dual power supply units.

3.2.3 Equipment must be cleaned before it is installed.

3.2.4 Equipment must be within its valid and supported service life.

3.2.5 The National Data Center may refuse to install equipment that does not meet the service or technical requirements, including equipment that has reached the end of its service life.

3.3 Internet interconnection service

3.3.1 The connection must support 1-10 Gbps SFP+ and use an Optical Ethernet SFP interface with a single-mode fiber-optic LC connector jumper cable.

3.3.2 The network interconnection equipment is located in the equipment room on the third floor of the central office of Information Communication Network LLC. The User must obtain written cabling approval from that organization and install its own cable.

3.3.3 The User must provide its ASN and IP prefix information.

3.4 Website hosting service

3.4.1 Only Linux hosting is available.

3.4.2 The website must use HTTPS/SSL.

3.4.3 The website and its software must be updated regularly.

3.4.4 A vulnerability assessment must have been completed.

3.4.5 A designated webmaster must be responsible for the website.

3.4.6 Login passwords must be at least eight characters long and include uppercase and lowercase letters and symbols.

3.5 Domain name and email services

3.5.1 The National Data Center issues *.gov.mn domain names.

3.5.2 Email services must be used only for official business purposes.

4. LIABILITY AND DISPUTE RESOLUTION

The service provider is not liable for losses arising from disruption to the reliable operation of technical systems or networks caused by the unlawful acts of a third party. The parties will first seek to resolve any related dispute by mutual consultation in accordance with their internal rules and procedures. If they cannot reach an agreement, the dispute will be referred to the competent authority and resolved in accordance with the laws of Mongolia.

Approved by order of the Director of the National Data Center.

By reviewing and accepting these Service Terms, the parties are deemed to have mutually agreed to the rights and obligations governing their service relationship.