



## Dedicated Servers Service Level Agreement

*dated 26.04.2019*

This Agreement (hereinafter the “Agreement”) constitutes an addendum to the Contract executed by Customer and Executor (hereinafter the “Contract”). Capitalized terms that are not defined in this Agreement carry the definition given in the Contract.

### Terms and Abbreviations

**Server (Dedicated Server)** — Executor’s physical server, the resources of which are made available to Customer.

**Location** – the logical combination of one or more data centers.

**Configuration** – the description of a Server’s technical features, including: CPU model; RAM size; volume, type, and number of ROM units; and type and number of network interfaces.

### 1. Service Description

- 1.1. Executor grants Customer the use of a Dedicated Server, which is connected to the Internet and located in Executor’s physical infrastructure (hereinafter the “Service”, “Primary Service”). This Service is provided in accordance with the Provision of Services, described in this SLA.
- 1.2. Under the Service, Executor provides Customer one or more Servers with the Configuration selected by Customer.

### 2. Order and Activation of Service

- 2.1. Customer shall select and order Services in the Control Panel under their Account. Customer may order supplementary Services which are available for the initial Services ordered.
- 2.2. Relevant Service costs at the time the order is placed can be found on Executor’s official website at <https://selectel.ru/prices/> and in the Control Panel.
- 2.3. Renewal costs for Services are equal to those paid during the time of order. Executor must inform Customer of any changes to Service costs at least 14 days in advance.
- 2.4. Customer may select a payment period for the Service while placing the order. In this case, the Service will be automatically renewed for such period. If necessary, Customer may change the payment period for such Service from the Control Panel.
- 2.5. Prebuild Dedicated Servers are automatically made available to Customer within 2 hours of Executor receiving relevant full payment. Dedicated Servers with custom Configurations are made available to Customer within 5 (five) business days of Customer making the relevant Service payment in the Control Panel.
- 2.6. If for any reason the Service cannot be provided under this Agreement, Executor shall notify Customer by the means defined in the Contract, indicating the reason why the Service cannot be provided in the given time frame and the proposed time frame for the Service.
- 2.7. The Service is considered provided (active) as soon as Executor enables it for use.

### 3. Provision of Service

- 3.1. Executor ensures Servers can be accessed over the Internet. Customer shall select an available connection option from the Control Panel.
- 3.2. Executor shall provide 1 IPv4 address in addition to the Server at the time of Service activation.

- 3.3. Servers shall be assembled by Executor. Executor may at their own discretion install Server components that are not agreed upon during the order stage.
- 3.4. Customer may access and use the Service remotely over a general network connection and install all necessary hardware on the Dedicated Server themselves.
- 3.5. If any components of a Dedicated Server malfunction, Executor shall replace such parts with equivalent parts at their own expense within 3 hours of receiving notification from Customer via Ticket System of such malfunction. In the event that Executor does not have such parts readily available, parts that are similar but provide larger volumes or speeds made be temporarily used. If Executor fails to repair the Dedicated Server within the 3-hour time frame, Customer shall be entitled to compensation pursuant to this SLA.
- 3.6. If a technical problem occurs during the provision of the Service, but Customer fails to inform Executor of any malfunctioning Server component, Executor may offer to perform free hardware diagnostics of the Server. If the diagnostics reveal a malfunction or more than 10 hours have passed since client first notified Executor, and in this time the diagnostics could not identify the malfunction, Executor shall replace the Server with a similar one. If a malfunction is identified in both the Server and its replacement, Executor shall treat the time spent performing the diagnostics and making the replacement as unavailability and compensate Customer for such time pursuant to this SLA.
- 3.7. For purposes of preventing distributed disruption of service (DDoS) attacks on public IP addresses, the following UDP ports are blocked: 17, 111, 520, 1900, 1121; TCP/UDP: 135, 137, 138, 139, 445. Ports may be unblocked upon Customer's request.
- 3.8. For the purpose of ensuring the stable operation of network equipment, the maximum number of MAC addresses on a single access port is 25. This number can be increased upon Customer's request.

#### **4. Termination of Service**

- 4.1. Customer shall be automatically informed of any upcoming Service terminations.
- 4.2. Upon the expiration of the paid period, Services shall terminate automatically. Executor shall send Customer notification about the expiration of the paid period and that the Service has been terminated.
- 4.3. Customer may continue to use Services under a monthly payment plan provided that the Services are paid for within 7 (seven) calendar days of the expiration of the paid period.
- 4.4. Customer may continue to use Services under a daily payment plan provided that the Services are paid for within 3 (three) calendar days of the expiration of the paid period.
- 4.5. If a Service under a monthly payment plan is not paid for within 7 (seven) calendar days of the expiration of the paid period, Executor shall be entitled to delete all Customer data saved on the relevant Dedicated Server and disassociate it from Customer's Account. The given time frames may be extended as agreed upon by the parties.
- 4.6. If a Service under a daily payment plan is not paid for within 3 (three) calendar days of the expiration of the paid period, Executor shall be entitled to delete all Customer data saved on the relevant Dedicated Server and disassociate it from Customer's Account. The given time frames may be extended as agreed upon by the parties.
- 4.7. Customer may cancel a Service on their own from the Control Panel at any time.
- 4.8. If a Service is cancelled prior to the expiration of the relevant paid period, Executor shall return all unused Service amounts remaining on Customer's Account Balance. Funds shall be returned only for fully unused months and discounts applied during payment shall be withheld.

#### **5. Information Security Requirements**

- 5.1. Customer shall ensure and monitor the security and actuality of all virtual machine software, make timely updates of software, and change configurations pursuant to all instructions and requirements published by the developers of such software and Internet security services.
- 5.2. Customer shall prevent unauthorized access to their software and not permit their resources or those provided by Executor to be used in attempts to gain unauthorized access to other Internet resources. Particularly, Customer should prevent the following to occur on their servers:
  - the distribution of e-mail from addresses not belonging to Customer's network (domain);
  - the use of default passwords for software installed on the server;
  - the sending of packets with a falsified IP source address;
  - the sending of DNS packets with intentionally corrupt data;
  - the presence of malware;
  - the presence and/or execution of software intended to grant unauthorized access to information.
- 5.3. To verify compliance with security requirements, Executor reserves the right to scan services that are publicly available in Customer's infrastructure from time to time using specialized software, provided that relevant information remains

undamaged and services operable. Executor shall inform Customer of any vulnerabilities detected during such scans, and Customer must take measures to correct such vulnerabilities.

- 5.4. If any gross violations of information security requirements are detected that threaten the functionality of any resources (not belonging to Customer) of any local or global computer network, Executor shall be entitled to disrupt the execution of all servers in violation of such security requirements.
- 5.5. Executor shall not be liable for the contents of any information site, which is created and maintained by Customer or their users, and shall not perform any preliminary censorship. In the event of any apparent violation of law, Services may be immediately suspended without advance notice. In such case, Executor shall be entitled to monitor the contents of all information resources from Customer and their users as required.
- 5.6. Executor is entitled to automatically filter traffic in order to block the distribution of traffic with falsified IP and MAC addresses (addresses not assigned to those machines).
- 5.7. Executor is not liable for the violation of any third-party rights caused by Customer's actions performed under Executor's Services.
- 5.8. Service downtime in connection with reasons listed under par. 6.7 of the Contract shall not be considered a Service disruption and shall not be considered a violation by Executor of their obligations under the Contract and this Agreement.
- 5.9. Customer is solely responsible for the compliance of its server's content (websites) and the hosting (distribution and transfer) of such content with relevant legislation.
- 5.10. Customer assumes all responsibility and risks related to the use of the Internet through Executor's resources and/or services.

## 6. Guarantee and Compensation

|  |   |
|--|---|
| Availability of Dedicated server                         | 24x7x365 - 24 hours a day, 7 days a week, 365 days a year |
| % (percent) of operability of Dedicated server per month | 100%  |

Table 1.

| Service uptime per month | Service downtime                              | Compensation (as a % of cost) |
|--------------------------|---|-------------------------------|
| Up to 99.80 %            | Up to 1 hour 30 minutes                       | 3 %                           |
| From 99.79 to 99.58 %    | From 1 hour 31 minutes to 3 hours             | 10 %                          |
| From 99.57 to 98.62 %    | From 3 hours 1 minute to 10 hours             | 30 %                          |
| From 98.61 to 96.7 %     | From 10 hours 1 minute to 23 hours 59 minutes | 70 %                          |
| From 96.6 %              | 24 hours and above                            | 100 %                         |

- 6.1. Compensation is calculated pursuant to Table 1 for individual Servers based on the total downtime of such Server during the month. The percent to be compensated applies to the calculation base, which equals the amount paid for the Server for the given month.
- 6.2. Service downtime (unavailability) is defined as the period of time starting when a Ticket is sent to Executor's technical support and concludes when Executor restores the Service to working order. If Executor's data pertaining to the start of downtime is earlier than the time when Customer submitted the relevant ticket, such data may be used. Any discrepancy in the start of such downtime shall be resolved amicably by the Parties via Ticket System. Business hours are from 8 AM to 11 PM on business days and from 11 AM to 10 PM on weekends and holidays. All other times are considered

non-business hours. If no Ticket is submitted and Executor has no data pertaining to an alleged downtime, the Service shall be considered available and no compensation shall be rendered. Downtime shall be reported with an exactness of at least 1 minute. If downtime occurs at midnight between the end of one month and start of another, then downtime shall be fully attributed to the month, during which such downtime was longer.

6.3. This Agreement defines the following types of downtime:

**Compensable Downtime**

Server is unavailable due to a fault in Executor's infrastructure. Such downtime is compensated in accordance with the cost of the Server to which such downtime pertains.

**Non-Compensable Downtime**

Unavailability at the management level. Absolute inability to perform any action from the Server under Customer's Account in the Control Panel; absolute inability to perform any operation from the API.

6.4. Compensation is defined as funds, which Executor adds exclusively to the Service Bonus Balance. Such funds are added within the first 7 (seven) business days of the month following the month, during which the Service was unavailable. If compensation cannot be rendered to the Bonus Balance, a compensation period shall be provided for the relevant Server proportional to the amount which would otherwise be compensated.

6.5. Disruptions in the Service caused by violations outside Executor's area of responsibility or those caused by Customer's actions resulting in downtime, the actions of third parties, disruptions that occur due to orders by a government body under relevant law, lost profits, moral damage, and damages caused by natural disasters are not subject to compensation.

**Signature of the Parties**

Customer

\_\_\_\_\_ (full name, position)

Executor

\_\_\_\_\_ (full name, position)