

Administrative Services Service Level Agreement

Terms and Abbreviations

Customer's Control Panel – the web page intended for managing the Services rendered by the Executor, retaining the Customer's actual contact information and providing other information necessary for the Executor to render Services to the Customer. Customer's Control Panel is available at the URL <https://support.selectel.ru>. Access to the web page is arranged via secured protocol and only after the Customer has been identified.

Ticket System – the messaging system between the Customer and the Executor by means of sending/receiving requests electronically, located in the Customer's Control Panel.

Profile – Information intended for identifying the Customer during the process of rendering the Services. Profile information consists of the Customer's user name (login), password to access the Customer's Control Panel (password), and the Customer's agreement number.

Customer's Personal Account – the Customer's financial account with the Executor. The Customer may add funds to the Customer's Personal Account in order to pay for services rendered by the Executor.

Rack – a framework designed for the physical and technical mounting of telecommunication equipment (e.g. servers, routers, modems, telephone stations, etc.).

Data Center – a facility used for housing the Customer's equipment and providing Internet connectivity.

SPAM – unsolicited bulk messages sent via electronic messaging systems (including e-mail, ICQ, etc.).

Dedicated Servers – a physical server owned by the Executor, the resources of which are made available to the Customer.

IP address – the address assigned to an Internet connection.

Auto-renewal – The service which automatically renews services by removing funds from the Customer's Personal Account.

1. Service Description

1.1. Administrative services are provided based on the Customer's request and to supplement services already rendered to/ordered by the Customer, including (but not limited to):

- Colocation
- Dedicated Servers
- Linux Virtual Servers
- Cloud Servers
- Virtual Private Cloud
- Server Rack Rental.

1.2. Administrative Services consist of the following services:

- Basic diagnostics (section 2 of this Agreement);
- Project migration (section 3 of this Agreement);
- Hourly system administration (section 4 of this Agreement).

1.3. Services are rendered with respect to a Customer's particular project. Customer projects are understood as websites and online services (Customer's server software).

2. Basic Diagnostics

2.1. Basic diagnostics may be performed around the clock by Executor's technical support staff and upon Customer's request via Ticket System.

2.2. Basic diagnostics are performed in accordance with the terms and conditions of this Agreement and only if Customer's servers become unavailable or interrupted due to causes within the Executor's area of responsibility.

2.3. Basic diagnostics are performed for free and within a designated time limit of 15 minutes.

2.4. The Executor shall inform the Customer of the results of the basic diagnostics, including, but not limited to:

- that a fault or cause for unavailability was detected and that diagnostics are complete. No remedial action has been taken.

- that Customer's request cannot be completed within the framework of basic diagnostics due to the time limit. Information will be sent regarding hourly administration options.
 - that no fault was detected or cannot be fixed due to circumstances beyond Executor's control. The request has been rejected.
- 2.5. If Customer's request for basic diagnostics is successfully completed, Customer must verify the accuracy of the Executor's results within 24 (twenty four) hours. In the event an affirmative response or no response is provided within the given period of time, the request is considered successfully completed and no issues regarding the service will be registered.
 - 2.6. If the operating logic of Customer's project is unknown, Executor shall not be liable to the Customer for the results of actions taken by the Customer based on the Executor's recommendations in relation to the diagnostics. Additionally, Executor shall not be liable for any actions performed by the Customer on his servers or other equipment which result in their full or partial failure during and after the diagnostics.
 - 2.7. Executor is entitled to refuse to perform diagnostics at his own discretion if any service, provided under a contract with Executor, becomes unavailable due to circumstances beyond Executor's control or beyond Executor's area of responsibility, in particular if unavailability and/or malfunctions occur due to the Customer's action or omission. Additionally, Executor does not offer services for developing Customer's projects under basic diagnostics.

3. Project Migration

- 3.1. The Service is rendered to Customers who have not previously received any of the aforementioned services listed in par 1.1 of this Agreement and who intend to migrate projects hosted on other providers' servers or on their local servers. The Service is rendered for free unless the migration violates the terms and conditions in this section, in which case migration may be rendered under the hourly administration service.
- 3.2. This service may also be rendered to Customers who already receive any of the aforementioned services listed in par. 1.1 of this Agreement, but only within the framework of hourly administration (i.e. for an additional fee).
- 3.3. Customer shall submit a request for the Service via Ticket System. Once the request to migrate Customer's data has been received, Executor and Customer shall discuss and agree on the approximate time necessary to complete the work (up to 3 days depending on the level of complexity), when access shall be granted, if migration is possible, and other conditions necessary for performing the service. This service may be performed any time of day (24 hours).
- 3.4. While discussing the terms of the migration, Customer shall provide access to the old platform and present a working version of the project.
- 3.5. If proprietary software for setting up or managing configurations (such as ISP Manager) is installed on the server where data is to be migrated from, then migration shall only be possible to a standard LAMP (or other versions thereof, such as LNAMP and LEMP) server configuration. In this case, Executor does not ensure complete functionality on the new server. Executor does not migrate ISP Manager or other proprietary deployment systems. However, if Customer requires a server/hosting control panel, Executor may install one on the new server upon Customer's request.
- 3.6. Executor must inform Customer that:
 - the software installed on Executor's servers may be different from the software installed on the previous hosting provider's servers;
 - full migration may not be possible under certain circumstances (e.g. due to a site's unique features);
 - Executor considers a migration successfully completed when the Customer's site is accessible from a web browser and log files contain no error messages;
 - if a mail server is bound to the Customer's domain, then all of its contents will be lost; Executor does not migrate or restore data from mailboxes;
 - no more than 3 domains can be migrated.
- 3.7. If while copying data from the previous server an error occurs because of a slow connection, interrupted connection, etc. and the Executor is not at fault, Executor shall inform the Customer of such occurrence. If the Customer does not remedy the issue, Executor shall refuse the migration.
- 3.8. Executor shall inform Customer of any lack of resources needed to run Customer's site or for storing Customer's data, and the migration may be postponed until the issue is resolved. If migrating to cloud servers, all resources used during the migration shall be charged to the Customer's balance in accordance with standard server use.
- 3.9. Migration may be refused if Customer's project is considered unstable (e.g. excessive workloads, live attacks on client resources, etc.).
- 3.10. If any unforeseen issues arise during the migration (caused by the particular hardware or software solutions used by the Customer and requiring detailed analysis of code/documentation), Customer must refer to the project's developers or applicable CMS to resolve the problem.
- 3.11. Executor shall notify Customer upon completion of the migration. If Customer finds that the project does not work properly upon its completion, he should request basic diagnostics be performed. If a cause is not found during the basic diagnostics, Customer must consult the project's developers or CMS to resolve the problem.
- 3.12. If migration is performed improperly, i.e. if it is not performed in accordance with the Customer's submitted request, or if data is (fully or partially) inaccessible, Customer shall inform the Executor within 24 hours of receiving notification that migration has been completed. Executor shall then attempt to remedy the issue. If the opposite is true and the service is considered properly performed, Customer shall not be entitled to request remedial actions. If the cause of the improper migration cannot be identified, Customer must refer to his site's developers/CMS.

- 3.13. Provided the Customer observes all of the conditions mentioned herein, Executor ensures that all of Customer's projects will be migrated in accordance with the submitted request.
- 3.14. Executor is not liable for any actions performed by the Customer while using the servers or other equipment which cause their (full or partial) failure during and/or after the migration.

4. Terms of Rendering Services and Guarantees (Work Order)

4.1. Terms of rendering services

- 4.1.1. All services are ordered and discussed exclusively over Executor's Ticket System.
- 4.1.2. Services are available with three different Priority Levels that correspond to execution time and cost. Table 1

Priority Level	Level 1	Level 2	Level 3
Service Schedule	Service is provided on business days from Monday to Friday and during business hours from 10:00 to 19:00 MSK*	Service is provided during off hours at a time agreed upon during the approval stage of the work order	Service is provided during off hours in accordance to priority descriptions (Table 2)
Service cost per hour, in rubles, VAT included (18%)**	1500	3000	4500

*Services ordered after 18:00 MSK will be performed no earlier than 10:00 MSK the following business day.

**Time required to perform services is always rounded up to the full hour.

- 4.1.3. Services and tasks that can be configured or performed under the Service include, but are not limited to
 - LAMP + NGinx;
 - PHP and add-ons;
 - Apache;
 - php-fpm;
 - NGinx;
 - MySQL;
 - PostgreSQL;
 - mail services (exim, postfix);
 - control panels (ajenti, cpanel, plesk, ispmanager, ispconfig, etc.);
 - FTP servers (vsftpd, proftpd);
 - VPN connections and connecting users to a VPN;
 - monitoring (Zabbix)
 - backups and archiving.
- 4.1.4. Customer shall order the service by submitting a detailed work order via Ticket System. The work order must contain all of the information necessary for the Executor to perform the service, including access/login information, a description of the service to be performed, and any restrictions thereof; the time required to perform the service; and a convenient time for the work to be performed. A response to the ticket should be received within 1 (one) hour. In responding to the ticket containing the Customer's work order, the Executor shall determine whether he shall accept the work order or if he requires an additional or modified work order. If the Customer does not specify an approach to carrying out the work order, Executor shall perform the work order at his own discretion.
- 4.1.5. If necessary, Executor shall assist the Customer in preparing a detailed work order. In this case, Customer shall be solely liable for the accuracy of the information provided in the work order. There are no time restrictions for preparing a work order.
- 4.1.6. Once the work order has been prepared, it shall be sent to Executor's employee responsible for rendering the corresponding service for review and approval.
- 4.1.7. During the approval stage, Executor shall estimate the time required for its execution, Customer shall select a Priority Level, and together they will establish a time when the Executor should perform the work and when access should be granted to the server. The approximate time required to execute the work order is always rounded up to the full hour.
- 4.1.8. Customer's account shall be billed in accordance with the approved work order.
- 4.1.9. Payment must be made 100% in advance for the billed amount. Executor shall render the service only after payment has been verified. If Customer has indicated Priority Level 1 and makes payment only after 18:00 on a business day, the service will not be rendered any earlier than the following business day.
- 4.1.10. Customer must provide Executor with access to the server before any work can be performed. Executor is not liable to the Customer if the server is not accessible at the aforementioned time. The time by when Customer should grant Executor access is established during the approval stage.

- 4.1.11. Executor shall inform Customer when work has been completed. Customer shall then check the accuracy of the work performed by the Executor and inform him of his findings. If the Customer responds positively or does not respond within 24 hours of receiving notification from the Executor, the service will be considered properly performed and fully accepted by the Customer. Executor shall not be liable for the future working condition of the server. Work is considered properly performed if it is performed in full compliance with the work order.
- 4.1.12. Upon the expiration of the response time established in par. 4.1.11, Customer shall explain the issue and submit a new work order which shall be carried out in accordance with par. 4.1.1 - 4.1.11 of section 4 of this Agreement.
- 4.1.13. If additional work, which is not included in the work order but essential for its execution, must be performed, requiring more time from the Executor than has been paid for, Executor shall notify the Customer why the additional time is required. After receiving Customer's approval to continue work, Executor shall bill Customer, who must pay the indicated amount within 24 hours of being billed. In this case, Executor shall continue to carry out the work order as soon as he learns that Customer agrees to pay for the additional time.
- 4.1.14. If while carrying out the work order, it becomes known that the work cannot be completed due to circumstances beyond the Executor's control, Executor shall send Customer a detailed explanation of the problem preventing the execution of such work. Payment shall be due for the time work was performed up until it became known that such work could not be completed.
- 4.1.15. Executor is not liable for any of Customer's actions performed while using the servers or other equipment, which cause their (full or partial) failure during and/or after the performance of hourly administration.

4.2. Guarantee and Compensation

- 4.2.1. Executor guarantees to perform all work in accordance with Customer's work order.
- 4.2.2. Executor shall not be liable for any incidents where the work order could not be carried out for reasons beyond his reasonable control, including if the work order was inaccurate or improperly prepared.
- 4.2.3. If work is performed improperly, i.e. if it is not performed in accordance with the Customer's submitted request, Customer shall inform the Executor within 24 hours of receiving notification that work has been completed. Executor shall remedy the situation at a time convenient for the Customer at no additional pay. If work is completed in less time than paid for, the corresponding funds shall be returned to the Customer in accordance to par. 4.2.4 and remedial action shall be performed free of charge.
- 4.2.4. If work is completed in less time than paid for, including as regards to par. 4.1.14, Executor shall reimburse the Customer the corresponding amount. Reimbursement is issued solely for full hours.
- 4.2.5. If a work order is accurate and properly prepared but not executed in the time agreed upon and paid for due to circumstances other than those described in par. 4.1.13 and 4.1.14, Customer shall continue to work at the appropriate Priority Level without additional.

5. Terms of Rendering Service and Guarantees (No Work Order)

5.1. Terms of rendering services

- 5.1.1. All services are ordered and discussed exclusively over Executor's Ticket System.
- 5.1.2. Services are available in three different levels that correspond to execution and cost.

Table 2

Priority Level	Level 1	Level 2	Level 3
Service Schedule	Service is provided on business days from Monday to Friday and during business hours from 10:00 to 19:00 MSK*	Service is provided during off hours at a time agreed upon during the approval stage	Service is provided during off hours in accordance to priority descriptions (Table 2)
Service cost per hour, in rubles, VAT included (18%)**	1500	3000	4500

*Services ordered after 18:00 MSK will be performed no earlier than 10:00 MSK the following business day.

**Time required to perform services is always rounded up to the full hour.

- 5.1.3. Services and tasks that can be configured or performed under the Service include, but are not limited to
 - diagnosing a problem;
 - restoring a file system;
 - restoring an operating system;
 - restoring software functionality;
 - restoring access to an operating system or software.
- 5.1.4. If a detailed work order cannot be prepared, Executor shall perform diagnostics and attempt restoration with no guarantee of a full restoration and/or proper function of the server.

- 5.1.5. Customer and Executor shall discuss and agree upon the conditions of service requests submitted without a work order. During such discussions, Customer must choose a Priority Level and cooperate with the Executor to establish the time when the service will be performed.
- 5.1.6. Customer must provide Executor with access to the server before any work can be performed. Executor is not liable to the Customer if the server is not accessible at the aforementioned time.
- 5.1.7. Customer's account shall be billed for the agreed number of hours required to perform the service. Payment must be made 100% in advance for the amount billed.
- 5.1.8. Executor shall render the service only after payment has been verified. If Customer has indicated Priority Level 1 and makes payment only after 18:00 on a business day, the service will not be rendered any earlier than the following business day.
- 5.1.9. When the paid hours have ended, Executor shall notify Customer about the results of the diagnostics, further actions to take, and if additional time is required to complete any work. After receiving Customer's approval to continue work, Executor shall continue to carry out the work order as soon as he receives verification that payment has been made.
- 5.1.10. Times given regarding hours necessary to execute the service are approximate. If more time is required, Executor shall receive Customer's approval by billing him and receiving corresponding payment. Work times are always rounded up to the full hour.
- 5.1.11. Executor shall inform the Customer of the results of completed work. Executor is not liable for the restoration or functioning of servers. Remedial actions shall not be taken without additional payment.
- 5.1.12. If while carrying out the work order, it becomes known that the work cannot be completed due to circumstances beyond the Executor's control, Executor shall send Customer a detailed explanation of the problem preventing the execution of such work. Payment shall be due for the time work was performed up until it became known that such work could not be completed.
- 5.1.13. If during diagnostics, the reason why Customer's project is unavailable or faulty is wrongly established, and during the course of future work, it is discovered that the cause is located within Executor's area of responsibility (on his infrastructure), the Customer is entitled to reimbursement for the amount paid and unavailability of services listed in par. 1.1. of this Agreement in accordance with the Contract and corresponding SLA. Funds shall be reimbursed based on the request for reimbursement sent to Executor via Ticket System.
- 5.1.14. Executor is not liable for any actions performed by the Customer while using the servers or other equipment, which cause their (full or partial) failure during and/or after hourly administration.

5.2. Guarantee and compensation

- 5.2.1. Executor does not guarantee the full restoration and proper functioning of servers and does not offer any compensation for rendering the aforementioned Service.