

Fiber Optic Communication Line 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.

Data Center – the Executor's colocation facility, used for housing equipment and providing Internet connectivity.

Fiber Optic Communication Line (FOCL) – a fiber optic connection between a communications center and equipment over which signals are transferred. The fiber optic line is the property of the Executor.

Optic Cable (OC) – optical fibers bound together in a single cable over which network signals are transferred.

Optical Fiber (OF) – a dual-layer cylindrical quartz strand consisting of a cover and core. Light is spread by reflecting throughout the fiber's core. Optical Fibers are granted to the Customer to provide communication services in accordance with the Customer's licenses.

FOCL Failure – an event where the FOCL or its elements break down.

FOCL Use – the emergency restoration, maintenance, and reparation of FOCL.

1. Service Description

- 1.1. The Executor shall grant the Customer use of his OF and FOCL, and the Customer is obliged to pay for these services according to the terms indicated in the Contract and present Agreement.

2. Ordering and the Provision of Services

- 2.1. Services can be selected directly by the Customer, without the involvement of the Executor, from the Customer's Control Panel and/or on the Executor's official site.
- 2.2. Orders are placed by the Customer by submitting a request to the Executor's email address and/or via Ticket System.
- 2.3. Services commence with moment data is received/transferred over the OF.
- 2.4. The Customer may order additional Services, information about which is published on the Executor's site.

3. Terms of Rendering Services

3.1. Service availability

- 3.1.1. The Executor shall conclude the contract with the Customer within 5 (five) business day after the order is placed. If necessary, the Executor shall contact the Customer to verify order details.
- 3.1.2. In the event it is not technically possible to render the services set forth in the present Service Agreement, the Executor shall notify the Customer by sending a message to the Customer's email and/or via Ticket System, specifying the reasons why the service cannot be rendered within the period specified in par. 3.1.1. and the approximate time when services will commence.
- 3.1.3. By ordering the Service, the Executor shall grant the Customer temporary use of OF.
- 3.1.4. The Fiber Optic Delivery and Acceptance Form is considered signed by the Parties the moment data is received/transferred over the OF.

3.2. FOCL usage

- 3.2.1. The Customer shall use the FOCL independently and shall perform all maintenance and emergency restoration as necessary.

- 3.2.2. In the event the Customer uses OF to perform an activity which, according to Russian law, should be licensed and certified, the Customer must have relevant licenses, certificates, and other approvals necessary to perform the aforementioned activities on the territory of the Russian Federation. The Executor has the right to require the Customer to provide copies of the aforementioned documents.
- 3.2.3. If the event of FOCL Failure, the Executor shall promptly notify the Customer by calling the telephone number provided in the contract and send this information over email and via Ticket System. OF are restored at FOCL communication centers within 24 (twenty four) hours after receiving information about the failure. When possible, the Executor shall provide the Customer with replacement OF, restore the FOCL at his expense, and perform emergency restoration work.
- 3.2.4. In the event maintenance or other work must be performed, the Executor shall notify the Customer 5 (five) business days prior to its start by calling the telephone number provided in the Contract and sending this information over email and via Ticket-System. Such work should occur no more than once every 6 (six) months. Such work should take no longer than 24 (twenty four) hours to complete.
- 3.2.5. The Executor has qualified personnel, who will perform maintenance and repair work on FOCL, as well as a maintained supply of emergency accessories and reinforcement points.
- 3.2.6. In the event no payment is received within 10 (ten) calendar days from the expiration of the paid period, the Executor has the right to suspend the Service.

3.3. Requirements for protecting information

- 3.3.1. The Executor, reserving all rights hereunder, can immediately suspend the Services in the following cases:
- 3.3.2. if, in the justifiable opinion of the Executor, the Customer's use of the Services may harm the Executor and/or cause failure in the hardware of the Executor or third parties;
- 3.3.3. the distribution and/or publication of any information which contradicts the effective Russian legislation, the provisions of the licenses of the Ministry of Communication of the Russian Federation (the Ministry of Information Technologies and Communications of the Russian Federation), or international regulations or infringes on the rights of third parties;
- 3.3.4. if other actions, which are not specified in the Contract and/or Agreement but contain criminal components or violate the rights and legal interests of third parties, are taken;
- 3.3.5. in the event the Executor receives relevant instruction from the government body regulating such situations and has relevant powers in accordance with the effective Russian legislation.
- 3.3.6. The Executor shall not be liable for any violation of the rights of third parties resulting from the Customer's actions during the use of the Services provided by the Executor.
- 3.3.7. The period of suspension of the Services for reasons indicated in par. 3.3.1. shall not be considered an interruption of the Services and thus shall not be considered the failure of the Executor to fulfill the obligations stipulated in the Contract and present Agreement.
- 3.3.8. The Customer shall be fully responsible for the risks related to the use of the Internet via the Executor's resources and/or the Services.

3.4. Ordering additional services

- 3.4.1. If the Customer chooses to, he may order additional services, information about which can be found on the Executor's site.
- 3.4.2. Additional services will be made available within 5 (five) business days after the order is placed in the Customer's Control Panel and advance payment is received from the Customer's Personal Account.
- 3.4.3. In the event that it is not technically possible to render Services in accordance with the present Service Agreement, the Executor shall notify the Customer by sending a message to the Customer's email and/or via Ticket System, specifying the reasons why the service cannot be rendered within the period specified in par. 3.4.2. and the approximate period when Services will commence.

4. Rendering of Services

- 4.1. The Executor shall render the Services set forth in the Contract pursuant to terms of the present Agreement to the Customer.
- 4.2. The Customer and Executor have mutual rights and obligations as set forth in the Contract and present Agreement.

5. Termination of Services

- 5.1. The Customer shall be notified in advance of the termination of any services. All notifications shall be sent to the Customer automatically via Ticket System and/or email.
- 5.2. Upon the termination of the Service, OF used by the Customer are officially returned to the Executor by the Customer by the Delivery and Acceptance Form.

6. Guarantee and Compensation

6.1. Service availability and operation

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

7. Downtime and compensation amount

Availability of service per month	Unavailability per month	Compensation amount (%)
Up to 99.80%	Up to 1 hour 30 minutes	5 %
From 99.58 to 99.79%	From 1 hour 31 minutes to 3 hours	10 %
From 98.62 to 99.57%	From 3 hours 1 minute to 10 hours	30 %
From 96.7 to 98.61%	From 10 hours 1 minute to 23 hours 59 minutes	70 %
From 96.6% and under	More than 24 hours	100 %

- 7.1. Compensation is expressed as the rendering of services to the Customer free of charge for a period of up to one month. The amount of compensation is based on the sum paid for one month of service and the corresponding percent of compensation (Table 2). The Executor shall calculate the number of days that services shall be rendered for free based on the the applicable percentage.
- 7.2. Compensation for service unavailability (henceforth referred to as downtime) by fault of the Executor shall be expressed exclusively as the rendering of services free of charge. The maximum compensation is 1 (one) month of free services.
- 7.3. Compensation may not be expressed as a cash refund or the transfer of monetary resources to the Customer's Personal Account.
- 7.4. Compensation shall not be made in the event downtime is caused by the Customer's actions; a third party's actions; the suspension of services due to planned maintenance; the suspension of services due to the relevant request by a state structure in accordance with the current legislation, lost profits, or moral harm; or damages caused by natural disasters.
- 7.5. To receive compensation, after the end of the month during which services were unavailable, the Customer shall send the Executor a request for compensation. The request shall be made out on the Executor's template, available on the Executor's website (http://selectel.ru/media/files/docs_en/compensation.doc), and include the number of the ticket which serves as notification of the downtime, the total amount of downtime, and the dates of the downtime.
- 7.6. Based on the request for compensation, the Executor within 7 (seven) calendar days shall calculate the amount to be compensated, understood as the number of days services shall be rendered for free, or shall make the decision to refuse compensation in the event the downtime occurred outside the Executor's control or was planned by the Executor and the Customer was notified.
- 7.7. After the decision has been made to either provide or deny compensation, the Executor shall notify the Customer of the decision via Ticket System.