

## VLAN to outside ISP 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.

**VLAN to Outside ISP** – a technical system which enables the transfer of Customer's data requests across the Executor's network to an outside ISP's network.

**Service Unavailability (downtime)** – the inability of the Service to execute required functions at a particular moment or for any interval of time at the established service level. Downtime is the interval of time from the moment a ticket is sent to the Executor's technical support and the moment the dedicated server begins operation after work is completed by the Executor. In the event the Executor provides data on the start of downtime which indicates a time earlier than that shown on the ticket, this time may be used. Disagreements regarding downtime shall be resolved by negotiations between the Parties. The period of Service Unavailability can be compensated except for in the following cases:

- service unavailability due to a failure of the Customer's equipment (outside the Executor's area of responsibility);
- planned maintenance;
- unavailability/limited connectivity of a vertical provider's data channel (outside the Executor's area of responsibility)
- the suspension of services as defined in p. 3.9. of this Agreement.

**Emergency Restoration** – unplanned operations to restore service availability after an emergency situation. Notification regarding such operations is sent as soon as physically possible.

**Planned Maintenance** – planned activities to prevent the breakdown and failure of the equipment in the data center as well as repair and restoration work, during which services will be unavailable.

### 1. Service Description

- 1.1. The Executor shall grant Customer access to an outside ISP's network at points of presence within his network.
- 1.2. The data rate shall depend on the connecting interface and can be either 1 Gbps or 10 Gbps.
- 1.3. The service is provided in conjunction with the Local Network service for rented or hosted equipment.

### 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 (<http://selectel.ru/>)
- 2.2. The Service is ordered by the Customer from the Control Panel.
- 2.3. The Service commences within, but no later than, 5 (five) business days after the service is ordered and payment has been received.
- 2.4. 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. 2.3. and the approximate time when services will commence.
- 2.5. If necessary, the Executor shall contact the Customer to verify order details via Ticket System.

- 2.6. Customer must obtain proper permissions and the coordinates of the connecting port from the outside ISP. If necessary, a cross-connect can be organized at the traffic exchange point. Cross connects are organized by the outside ISP at the Customer's or outside provider's expense

### **3. Terms of Rendering Services**

- 3.1. Executor shall organize a node between the Executor's network and the ISP's network. The service is rendered on the connection port (ports) of the Customer's physical node (equipment). The communication channel guaranteed is guaranteed, symmetrical, and unmetered. Upon Customer's request, a QinQ (802.1ad) data channel can be implemented at the connection point. If QinQ is available, Executor shall provide a 9000-byte MTU data channel; if QinQ is not available, a 1500-byte channel shall be provided.
- 3.2. Executor is liable for network connectivity within his area of responsibility and is not liable for any problems occurring on networks beyond the Executor's area of responsibility.
- 3.3. Executor's network connectivity to other ISP's networks is defined where technically possible.
- 3.4. The bandwidth of the channel provided, defined as the average speed that data is transferred at by the Customer on the port (ports) of the Executor's equipment over 5 (five) minutes and is measured Mbps or Gbps (1 Gbps = 1000 Mbps), is either 1 Gbps or 10 Gbps.
- 3.5. The Customer may request to have the status of the Executor's network and proper execution of the Service to be analyzed by sending a request via Ticket System.
- 3.6. In the event the Customer uses the service 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.
- 3.7. In the event maintenance or other work must be performed, the Executor shall notify the Customer 3 (three) business days prior to its start via Ticket System.
- 3.8. If the service provided is ever interrupted, the Customer shall notify the Executor of the interruption via Ticket System or the Control Panel and indicate the time of the interruption, and the Executor shall indicate the cause.
- 3.9. The Executor, reserving all rights hereunder, can immediately suspend the Services in the following cases:
  - 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 and/or software of the Executor or third parties;
  - 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;
  - 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;
  - 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.
  - in the event a third party contacts the Executor regarding the Customer's violation of these terms, until the Customer removes the subject of the third party's complaint;
  - if no payment has been received to continue the service at the end of the paid period.
- 3.10. If any gross violation of legislation takes place, the Services may be suspended without prior notification.
- 3.11. 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.
- 3.12. The period of suspension of the Services for reasons indicated in par. 3.7., 3.9., and 3.10. 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.
- 3.13. 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.

### **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.
- 4.3. The Customer may use all Internet resources, access to which is provided by the offered Service, within the constraints stipulated in the Contract and this Agreement, and/or within the restrictions set by the legislation of the Russian Federation.

## 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. The service shall be terminated automatically upon the expiration of the paid period. The Executor shall notify the Customer of the expiration of the paid period and the termination of services via Ticket System and/or email

## 6. Guarantee

- 6.1. Service availability is calculated monthly based on data provided in the Service Request submitted via Ticket System. Service availability is determined according to the following method: the total amount of time the service was unavailable according to the Service Request is divided by the total amount of time in the given calendar month. Service unavailability is calculated from the moment the Service Request was submitted by the Customer. The Customer must inform the Executor of the issue via Ticket System. The service is no longer considered unavailable the moment the issue has been resolved. Once the issue has been resolved, the Service Request may temporarily remain open to further clarify what occurred and be closed by the Customer after all the appropriate administrative work has been completed.
- 6.2. Service unavailability due to a series of periodic isolated outages, proven to be related to a single cause of disruption on one network, is the total time of Service Unavailability according to the Service Request and does not include the time the service was available between periodic outages.

Guaranteed availability (when there is no cause for unavailability)	24x7x365 - 24 hours a day, 7 days a week, 365 days a year
% (percent) of operability per month	99.7%

- 6.3. The total amount of time the service is unavailable for planned maintenance should not exceed 16 hours a year. All the time the service is unavailable exceeding these 16 hours per year shall be compensated for. Unavailability caused by an instance of planned maintenance should not exceed 3 hours; the total time for planned maintenance should need exceed 4 hours per month. Planned maintenance shall not occur more than twice a month.

## 7. Compensation

- 7.1. If Service Availability for one calendar month does not correspond with p. 6.3. of this Agreement due to a faulty Channel, the Executor shall render compensation according to the following table:

Service unavailability	Compensation amount (%)
From 1 minute up to 1 hour 30 minutes	5%
From 1 hour 31 minutes to 3 hours	10%
From 3 hours 1 minute to 10 hours	30%
From 10 hours 1 minute to 23 hours 59 minutes	70%
More than 24 hours	100%

- 7.2. The service shall be terminated automatically upon the expiration of the paid period. The Executor shall notify the Customer of the expiration of the paid period and the termination of services via Ticket System and/or email.
- 7.3. Compensation is expressed as the rendering of services to the Customer free of charge for a period of up to 1 (one) month. The amount of compensation is based on the sum paid for 1 (one) month of service and the corresponding percent of compensation. The Executor shall calculate the number of days that services shall be rendered for free based on the the applicable percentage.
- 7.4. Compensation for service unavailability 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.
- 7.5. Compensation may not be expressed as a cash refund or the transfer of funds to the Customer's Personal Account.
- 7.6. 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.
- 7.7. 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, and ticket number which serves as notification of the downtime, the total amount of downtime, and the dates of the downtime must be included.

- 7.8. 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.
- 7.9. After the decision has been made to either provide or deny compensation, the Executor shall notify the Customer of the decision via Ticket System.