

Colocation 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.).

Colocation – the practice of housing the Customer's servers and equipment in the Executor's Data Center.

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. Upon the Customer's order, the Executor shall take responsibility for placing and housing equipment provided by the Customer in the Data Center and shall provide a connection to the Executor's local network and to the Internet. The Customer is obliged to pay for services rendered in accordance with the conditions of the Contract and the present Agreement.
- 1.2. The Executor's Data Center shall provide an uninterrupted power supply, optimal climate conditions (air conditioning and ventilation systems), 24-hour monitoring of the Data Center's vital systems, and 24-hour access control and physical security. The features of the Executor's Data Centers are published on the Executor's official site: <http://www.selectel.com/data-centers/>
- 1.3. Upon the Customer's request, additional services can be ordered, information about which can be found on the Executor's site.

2. Ordering and the Provision of Services

- 2.1. Services can be ordered directly by the Customer, without the involvement of the Executor, from the Customer's Control Panel.
- 2.2. The Customer may order additional Services, information about which is published on the Executor's site.
- 2.3. Once the Customer has paid for the Services, a ticket with information about the order and the terms of the Service will be automatically created in the Customer's Control Panel.
- 2.4. The Services commence the moment they are made available by the Executor, provided there are enough funds in the Customer's Personal Account.

3. Terms of Rendering Services

3.1. Equipment colocation requirements

- 3.1.1. Customer's equipment to be located in the Data Center must correspond with the requirements set forth in the given Agreement and must pass a professional inspection by the Executor's technical specialists. In the event the equipment does not satisfy these requirements, the Executor may refuse to accept the equipment for colocation and require the equipment be modified or replaced.
- 3.1.2. Equipment must meet electrical safety requirements for equipment maintained in a telecommunications center. A power supply of 220 V and 50 Hz is provided in the Data Center. In the event the equipment to be installed has different power requirements, the Customer must provide the appropriate converters. The maximum power for each unit of equipment included in the Service cost is 300 W. The maximum power consumption for each unit of equipment must not exceed 3,000 W. This can be increased by ordering additional services.
- 3.1.3. When the Service is ordered, the Executor shall provide the Customer with a block of 5 (five) IPv4 addresses to one account; any number of these IPv4 addresses may be assigned to any of the servers (colocation or dedicated) on the account. A second block of five IP addresses shall be assigned to the Customer in the event the Customer orders a sixth server, etc.
- 3.1.4. Subnets are territorially distinct and thus calculated per region: for example, if a server is ordered in a data center in Moscow, the IPv4 address blocks already allocated to the Customer's account in St. Petersburg and the Leningrad Area will not be factored in when the number of IPv4 address blocks to be allocated to the Customer's account for Moscow are calculated.
- 3.1.5. One /64 IPv6 subnet shall automatically be allocated to each server.
- 3.1.6. Equipment must be capable of being connected to an Ethernet switch via T-wire (RJ-45 connector). In the event the equipment uses a different interface, the Customer shall provide all necessary media converters. Equipment must be able to connect at speeds from 10 Mbps to 1 Gbps in either half-duplex or full-duplex mode. The customer is obliged to configure the equipment's network interfaces as instructed by technical personnel.
- 3.1.7. In addition to the equipment to be maintained, the Customer must provide all connection and mounting materials (power cables, fasteners, rails and brackets, etc.). In the event said materials are not provided, the Executor may refuse to accept the client's equipment.
- 3.1.8. If necessary, the Executor shall provide the Customer with a connection speed of up to 10 Gbps (henceforth the additional 10 Gbps port). In the event the total bandwidth exceeds 1 Gbps, the additional 10 Gbps port will be provided. In this case, all bandwidth exceeding 1 Gbps shall be paid for by the Customer as a supplement to the previously ordered "1 Mbps Dedicated (guaranteed) Internet Access" service.
- 3.1.9. A transceiver with either an LC or SC connector, provided by the Customer, shall be used to connect the Customer's equipment. In the event the total bandwidth of the Customer's server drops to below 1 Gbps, the additional 10 Gbps port will be automatically disabled.

3.2. Terms of equipment delivery

- 3.2.1. The customer shall notify the Executor of the planned equipment delivery time one day prior to its delivery, indicating the type of equipment, full name, and the passport details of the individual delivering the equipment.
- 3.2.2. The Customer shall ensure his equipment, as specified in the Delivery and Acceptance Form (http://selectel.ru/media/files/docs_en/form_delivery.pdf), which includes the passport details of the Customer representative delivering the equipment (with either power of attorney or the Customer corporate stamp attached), is delivered to the Data Center during working hours (weekdays between 10:00 and 18:00 local time) and subsequently handed over to the Executor.
- 3.2.3. In the event no signature, power of attorney, or corporate stamp is present on the Delivery and Acceptance Form, the Executor has the right to refuse to accept the equipment.
- 3.2.4. In order to ensure physical and information security, the Executor's personnel has the right to inspect the Customer's equipment to be installed. Inspection may be carried out during the initial installation and after each instance of technical support performed by the Customer. The inspection may include an internal inspection of each unit of equipment. The given inspection shall be performed in the presence of a Customer representative. In the event the equipment does not meet physical and information security requirements, a document will be written up, indicating the reasons the equipment wasn't accepted for installation.

3.3. Terms of connecting equipment

- 3.3.1. Either before or while the equipment is connected, the Customer shall inform the Executor of all necessary information pertaining to the proper technical organization of the equipment.
- 3.3.2. The Executor shall accept the Customer's equipment only after all services charges (colocation, network connection, and use of equipment) are fully paid for. Customer's equipment shall be installed by the Executor's employees within 1 (one) day of being delivered to the Data Center, unless otherwise agreed upon.
- 3.3.3. Once the equipment has been installed in the Data Center, the Executor shall inform the Customer of the installation via Ticket System and/or email.

- 3.3.4. In the event the Customer has not ordered any other service, the Customer's equipment shall be connected to the Executor's local network at a speed of 1 Gbps in full-duplex mode. 100 Mbps dedicated bandwidth is included in the colocation fee. The Customer may order additional bandwidth.
- 3.3.5. Within the framework of the present Agreement, the Executor's local network is understood as the technical system which includes the Executor's hardware and communications lines for creating, receiving, processing, saving, transferring, and delivering telecommunication signals for accessing IT network information systems, including the Internet. The Executor's local network, to which the Customer's equipment is connected, is considered a part of the Internet. The Executor guarantees the maximum data transfer speed possible, hereinafter known as the relevant dedicated bandwidth speed, within the constraints of the Executor's local network and the constraints of the Executor's area of responsibility, which is defined as the connection points to other operator networks.

3.4. Terms of equipment usage

- 3.4.1. The Customer shall use the equipment remotely via a general network connection and install relevant software on the installed equipment directly, without the involvement of the Executor.
- 3.4.2. In the event the Customer uses the equipment 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.
- 3.4.3. Unless a request is received via Ticket System from the Customer, the Executor's employees may not operate the Customer's equipment, which includes but is not limited to: entering a command in the console, shutting down or restarting the equipment, or performing diagnostics or any other activities which use the equipment or its parts.
- 3.4.4. The switch port which the Customer's equipment is connected to is ensured to work properly at peak loads of less than or equal to 70% the installed port's dedicated bandwidth. No data transfer error should be registered as the result of being connected to the Customer-provided switch port. A high error level on the switch port (more than 4,000 errors in one hour) serves as the basis for suspending services.

3.5. Terms of physical access to the equipment

- 3.5.1. The Customer has the right to perform maintenance and other works on his Equipment located in the Data Center 24 hours a day, 7 days a week, 365 days a year.
- 3.5.2. The Customer's technical specialists shall be granted access to perform the specified work. A list of specialists (indicating their full name and passport details) must be submitted via Ticket System no less than 1 (one) working day prior to the start of work. The timescale for submitting notification of work may be shortened if agreed upon by the Parties or in the event of an emergency in the Executor's Data Center.
- 3.5.3. No more than two of the Customer's technical specialists may be permitted in the Data Center at one time.
- 3.5.4. To perform maintenance on the Customer's equipment, the equipment shall be turned off and brought to a special workspace. The equipment shall be connected to the electrical network at the workspace. A monitor and keyboard shall be provided for performing the work.
- 3.5.5. Customer representatives shall not be permitted to perform maintenance in areas of the Data Center designated for colocation.
- 3.5.6. No more than twice a week and for a total of 6 (six) hours a week can work be performed on the Customer's equipment. The Executor's technical staff must be informed of the intended work no less than 1 (one) work day prior to its start.
- 3.5.7. While on the premises of the Data Center, Customer representatives are prohibited from:
- smoking;
 - taking any photos or video footage;
 - carrying or consuming and food or drink;
 - using equipment or performing work which may cause any damage to the facility or equipment in the Data Center or threaten the people within;
 - connecting any equipment that does not belong to the Customer;
 - making any changes to patching configurations;
 - turning on or off any infrastructure systems in the Data Center.
- 3.5.8. The Executor has the right to deny the Customer access to the equipment if the Customer has any outstanding debt on his account.

3.6. Requirements for protecting information

- 3.6.1. The Customer shall guarantee the security and actuality of the software used on his equipment and perform timely updates or change configurations of the software in accordance with the instructions and requirements published by the software developers and/or Internet security services.
- 3.6.2. The Customer shall take reasonable efforts to prevent any incidents of unauthorized access to the software and equipment used and not allow his own resources or those provided by the Executor to be used for attempts of unauthorized access to other Internet resources. In particular, the Customer should not allow the following to occur on/from his equipment:
- the sending of email messages from addresses not on the Executor's domain;
 - the use of default passwords on the server's software;
 - the sending of packets from a falsified IP source address;
 - the sending of DNS packets with intentionally corrupt data;
 - the presence of malware;
 - the presence or use of software designed for granting unauthorized access to information on the server.
- 3.6.3. In order to verify compliance with the security requirements, the Executor shall reserve the right to periodically scan the Customer's services and servers using special software, provided it shall not harm the Customer's equipment or the information contained therein. The Executor shall inform the Customer of any violations detected during such inspections, and the Customer shall take necessary measures to eliminate them.
- 3.6.4. In the event a gross violation of information security, which may endanger the functioning of resources on another local or global computer network (which is not owned by the Customer), is detected, the Executor has the right to block the Customer's use of the equipment, the Services, or the resources which violate the security requirements.
- 3.6.5. 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 detection of Customer actions or intentions of sending, publishing, transferring, reproducing, distributing by any means, or using software and/or other materials, received in any form during the use of the Services, fully or in part, protected by copyright or other rights, without the consent of the rights holder;
 - the detection of Customer actions or intentions of sending, publishing, transferring, or distributing by any means any information or software which contains viruses or other harmful components;
 - the detection of Customer actions or intentions of sending Spam without the consent of the addressee, provided there is a written statement from the Spam receivers to the Executor containing justified claims against the Customer. In this case, "Spam" is defined on the basis of common "network use rules" published on the Internet and being customary business practice;
 - 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;
 - the publication or distribution by the Customer of any data or computer software which contains code which acts similarly to computer viruses or other similar components;
 - the advertising of services, products, or other materials which are limited or prohibited by the effective legislation;
 - the falsification of an IP address (henceforth IP spoofing) or addresses used in other network protocols when transferring data over the Internet;
 - the use of nonexistent return addresses when sending electronic messages;
 - if actions are taken to disrupt the standard functions of Internet components (computers, other equipment, or software) not owned by the Customer;
 - if actions are taken to obtain illegal access to network resources (computers, other equipment, and information resources), the subsequent use of such access, or actions are taken to destroy or modify software or data not owned by the Customer without the consent of the owners of such software or data or the administrators of this information. Illegal access is deemed to be any method other than that which is used by the owner of the resource;
 - if actions are taken to transfer senseless and useless information to the computers or equipment of third parties or intermediate sections of the network in volumes exceeding the minimum permissible for inspecting the connectivity and accessibility of its separate components, effectively creating an excessive (parasitic) load for these computers or this equipment;
 - if actions are taken to scan Internet sites in order to reveal the underlying structure of the sites, vulnerabilities, lists of open ports, etc. without the expressed consent of the owner of the inspected site;
 - 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.
- 3.6.6. The Executor shall not be liable for the content of data created and maintained by the Customer or users and shall not perform any preliminary censorship. If any gross violation of legislation takes place, the Services may be suspended without prior notification. In this case, the Executor has the right to control the contents of the information resources of the Customer and users thereof.
- 3.6.7. 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.
- 3.6.8. The period of suspension of the Services for reasons indicated in par. 3.6.5. 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.
- 3.6.9. The Customer shall be fully liable for the compliance of the contents of his server (on site) and the actual location of this information (distributed or transferred) with the effective legislation.
- 3.6.10. 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.

3.7. Terms for using IP-KVM

- 3.7.1. IP-KVM shall be connected directly to a server's keyboard, monitor, and mouse ports.
- 3.7.2. For the IP-KVM to work properly, the Customer must have an Internet connection speed of no less than 64 Kbps and use any browser that supports popup windows; the client must also have Java Runtime Environment (JRE) installed on the operating environment.
- 3.7.3. The Customer is fully responsible for any of the equipment's inabilities. The Operator only guarantees the ability to remotely connect to the equipment by entering the login details provided.
- 3.7.4. The Customer shall be provided with unique login details for accessing the IP-KVM via Ticket System for the duration of the service.
- 3.7.5. The maximum amount of time the Service can be provided for is no more than 10 hours a month unless otherwise agreed upon. After the indicated time has expired, the IP-KVM can be discontinued without additional notification from the Customer.
- 3.7.6. Only one IP-KVM may be allocated at any given time to one account for free. If necessary, the client may order the additional service "permanent IP-KVM connection".
- 3.7.7. The IP-KVM is provided on a per-request basis. Requests are submitted by the Customer via Ticket System and the IP-KVM is provided within 4 hours.

3.8. Ordering additional services

- 3.8.1. If desired, the Customer may order additional services, information about which can be found on the Executor's site.
- 3.8.2. Additional services will be made available within 5 (five) business days from the moment the order is placed in the Customer's Control Panel and advance payment is received from the Customer's Personal Account.
- 3.8.3. In the event that it is not technically possible to render the additional 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. 3.4.2. and the approximate period when services will commence.
- 3.8.4. When ordering the additional service "additional block of IP addresses", the Customer must submit a statement, indicating the intended use of the addresses. It is prohibited to use an IP address for illegal activities: the mass distribution of Spam, SEO abuse, using an address(es) as a VPN gateway for illegal sites, etc. In the event any such violation of the conditions for using IP addresses is detected, the company reserves the right to terminate services and refuse further cooperation.
- 3.8.5. The Customer may order the additional service "10 Gbps local traffic" in the event a 10 Gbps network card is available and two or more servers are available on one account. This service allows the Customer's equipment to be connected via a local network at a speed of up to 10 Gbps. The Customer's equipment is connected by the Executor using a transceiver with an LC or SC connector provided by the Customer.
- 3.8.6. In the event the Customer has ten or more active servers on one account and in one data center, the Customer has the right to switch to a traffic based payment plan. This plan guarantees custom ratios of available bandwidth for any server. With the traffic based plan, the account's free bandwidth is equal to 1 Gbps regardless of the number of paid servers. The Customer may order additional bandwidth. If the number of the Customer's paid servers becomes less than ten, then the traffic based plan will automatically revert to the standard payment plan.
- 3.8.7. The "storage locker rental" service may be provided for storing Customer's equipment, which the Executor's employees may install/use as replacement parts for the Customer's already installed equipment. The internal size (available space) of the locker is 20x16x6 cm. Upon prior agreement with the Executor, a larger locker may be provided. Before providing equipment for storage, the Customer shall submit a list of the equipment to be stored in the Customer's locker via Ticket

System. The list must include the item name, serial number (or other unique identifier), and quantity sent. In the event the materials received for storage do not match the list submitted, the Executor has the right to refuse to accept the parts. All equipment must be clearly identifiable. The Customer shall send requests for installing/replacing equipment exclusively via Ticket System. Requests must clearly state the necessary actions to be taken and concrete equipment (as indicated by serial numbers or other identifiers) to be used. The Executor shall accept parts without inspecting whether or not they are in working order. The Customer agrees that the Executor shall not be responsible for the equipment being put into/taken out of the storage locker. In the event the Customer does not agree with these conditions, the Customer has the right to perform work on his equipment on his own in accordance with the terms of physical access stated in par. 3.5.

- 3.8.8. If the Internet Access Channel service is being rendered to Customer, the terms set forth in the Internet Access Channel SLA, available on the Executor's official site at https://selectel.com/media/files/docs_en/sla_Internet_Access_Channel.pdf, shall govern.

3.9. Terms for disconnecting equipment

- 3.9.1. Either upon the termination of the Contract with the Customer or when replacing his Equipment, the Executor shall disconnect and uninstall the Customer's relevant equipment no later than 3 days after notifying the Customer.
- 3.9.2. Equipment shall be disconnected and uninstalled as specified on the Delivery and Acceptance Form. In the event the Customer has not in a timely fashion informed the Executor's personnel how to disconnect the equipment, the Executor's employees shall disconnect the equipment as they deem fit. In this case, the Executor shall not be responsible for how the software on the equipment works after being disconnected.
- 3.9.3. Equipment shall be returned to the Customer at the Data Center, the address of which is indicated on the Delivery and Acceptance Form. Unless otherwise agreed upon, a representative of the Executor shall return the relevant Customer's equipment to a Customer representative. The Customer representative's passport information and all relevant Equipment to be returned, including the number of units, must be specified on the Equipment Return Form (http://selectel.ru/media/files/docs_en/form_return.pdf), on which the Customer's corporate stamp or power of attorney must be present.
- 3.9.4. The Executor has the right to refuse to return equipment to the Customer if the Customer has any outstanding debt on his account.
- 3.9.5. The Executor has the right to refuse to return equipment if the Customer's signature, power of attorney or corporate stamp is not present on the Equipment Return Form.
- 3.9.6. Equipment shall be returned to the Customer only during local working hours or as agreed upon by the Parties.

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. Services cannot be suspended for any period of time once services have begun until the end of the paid period.
- 4.4. The Customer may use all Internet resources and abilities, access to which is provided by the offered Services, within the constraints stipulated in the Contract and the given Agreement, and/or within the restrictions set by the legislation of the Russian Federation.
- 4.5. Taking into account the fact that the Internet is available in all world states which have their own legislation, the Executor hereby warns the Customer that accidental or intentional actions on the Internet may violate the national legislation of other countries. The Executor is not liable for such violations made by the Customer.
- 4.6. If while ordering or paying for services, standard or additional, the Customer does not provide the required information (via Ticket System) necessary for making those services available, the Executor maintains the right to no earlier than one month later annul the ordered services and return the funds to the Customer's balance.

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. In the event Auto-renewal was not enabled at the time of ordering, the Executor shall send the Customer notification of the expiration of the paid period 7 (seven) calendar days prior to the termination of services via Ticket System and/or email. In the event the appropriate amount of funds are not received by the Executor, the services shall be terminated.
- 5.3. In the event Auto-renewal was enabled at the time of ordering, but the Customer does not have enough funds on his Personal Account, then notification as described in par. 5.2. shall be sent to the Customer every day for a period of 7 days. In the

event that funds are added so the Customer's Personal Account is equal to or greater than the cost of the relevant services within the 7 (seven) days prior to the termination of services, notifications will cease being sent.

- 5.4. In the event Auto-renewal is enabled and the funds on the Customer's Personal Account are enough to continue services, notification as indicated in par. 5.2. shall not be sent.
- 5.5. Upon expiration of the paid period, services shall terminate automatically. The Executor shall send notification of the expiration of the paid period and the termination of services to the Customer via Ticket System and/or email.
- 5.6. The Customer may continue to use the services provided that payment is made within 7 (seven) calendar days from the expiration of the paid period.
- 5.7. If the service is not paid for within 7 (seven) calendar days after the expiration of the paid period, the Executor has the right to disconnect and uninstall the Customer's equipment and transfer it to a warehouse for temporary storage. In this case, the Customer shall pay for storage. The indicated period may be extended based on an agreement by the Parties. Storage in the Executor's warehouse costs 30% the monthly subscription fee for each month the equipment is in storage.
- 5.8. Additional services are terminated the same way basic services are terminated, as described in par. 5.
- 5.9. In the event the Customer cancels services prior to the termination of the paid period, the Executor shall refund the cost of the unused services to the Customer's Personal Account. Refunds are only offered for entire unused months.

6. Guarantee and Compensation

- 6.1. **Service availability and operation**
Table 1

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

- 6.2. **Downtime and compensation amount**
Table 2

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%

- 6.3. 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.
- 6.4. 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 one month of free services.
- 6.5. Compensation may not be expressed as a cash refund or the transfer of monetary resources to the Customer's Personal Account.
- 6.6. 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.
- 6.7. Downtime is defined as 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. If downtime occurs at midnight between the end of one month and the beginning of the next, then the downtime will be attributed to the month when the majority of the downtime occurred.

- 6.8. 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.
- 6.9. 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 beyond the Executor's control or was planned by the Executor and the Customer was notified.
- 6.10. After the decision has been made to either provide or deny compensation, the Executor shall notify the Customer of the decision via Ticket System.