

Virtual Private Cloud 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.

Service Balance – the Customer's financial account with the Executor used for paying for the Virtual Private Cloud. The Customer transfers funds from the Customer's Personal Account to the Customer's Service Balance in order to pay for services rendered by the Executor.

Customer's Bonus Balance – the Customer's financial account with the Executor used for paying for the Virtual Private Cloud. The Executor adds funds to the Bonus Balance within the framework of promotional offers and in the form of compensation for a violation of the Service Level Agreement. When paying for services, funds shall first be taken from the Bonus Balance and then from the Storage Balance.

Virtual Machine – a virtual server, created in the Executor's Data Center, whose computational resources are made available to the Customer.

Virtual Disk – a dedicated disk volume that is housed in the Executor's data center.

Virtual Network – an isolated virtual network switch which the Customer's virtual machines connect to.

OS – the computer operating system.

IP address – an address assigned to an Internet connection.

Traffic – the amount of information transferred over a network.

Domain – the unification of **users** and **projects** in one account.

User – a name and password combination which objects are attributed to. Customer creates users with a domain.

Project – a logically isolated group of virtual objects (virtual machines, virtual disks, virtual networks) which can be accessed by a user.

Resource – a single unit which makes up the resources of a physical server or the smallest possible element of the service.

Types of resources provided with the service:

- Processor cores, unit;
- Random access memory, Gigabyte;
- Standard hard disk, Gigabyte;
- High-speed disk, Gigabyte;
- Custom image storage, Gigabyte;
- Floating IP address, unit;
- Subnet with 5 addresses, unit;
- Microsoft Windows Server Standard Edition 2012 R2 License, unit;

(user-) Quota – the limit on resources that can be used to create objects within a single project. The Quota is established by the Customer while creating a project and can be changed over the course of its use.

API – a software interface used for automating service management.

External Control Panel – a separate control panel for projects created from the service. The Customer may grant third parties access to the external control panel without creating new accounts in the control panel <https://support.selectel.ru>

Control Plane – the combination of the Customer control panel, API, and external control panels for projects created from the Customer's account.

Service – the Virtual Private Cloud

Contract – the signed bilateral agreement or accepted offer between the Executor and Customer containing the terms which govern the actions of the Executor and Customer while rendering and using services, not excluding the Virtual Private Cloud.

SLA – the present agreement (henceforth the Agreement) which regulates the procedure for rendering the Virtual Private Cloud service. The Agreement is considered an integral part of the Contract.

1. Service Description

- 1.1. The Executor shall render IT services in the form of creating a virtual private cloud and making a portion of the resources of their data center's infrastructure available to the Customer.
- 1.2. Payment is made by removing funds from the Customer's balance once per hour for resources reserved by the Executor. The amount removed each hour can be changed if the Customer changes the configuration of the Service in accordance with par. 3.2.2. The Service shall be provided as long as the Customer has a positive balance on his account.
- 1.3. 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 and ordered directly by the Customer, without the involvement of the Executor, from the Customer's Control Panel. To order the Service, the minimum amount of funds, as indicated in the Control Panel, must be added or already present in the virtual private cloud balance.
- 2.2. Once the service has been ordered, the Customer creates a project in the Control Panel and sets the resource quotas.
- 2.3. The Services commence the moment they are made available by the Executor, provided the Virtual Private Cloud Balance has enough funds to pay for the Services and the conditions in par. 2.2 of the Agreement have been met.

3. Terms of Rendering Services

3.1. Starting the Service

- 3.1.1. The Customer may work on a project directly from the Control Panel or provide third parties with a link to the project's external control panel.
- 3.1.2. If the project is to be accessed via the external control panel, a user and corresponding password must first be created in the Control Panel.
- 3.1.3. Having logged in from the project's external control panel, the Customer or an authorized individual creates virtual machines, virtual disks, and virtual networks within the Quota set by the Customer.
- 3.1.4. The Customer can create subsequent projects within the maximum limit set by the Executor.
- 3.1.5. Customer is charged for the dedicated resource Quota regardless of how the Quota is used. The Customer, or authorized individual, chooses the configuration of virtual machines, virtual disks, and virtual networks, unless these parameters are configured automatically by the Executor.
- 3.1.6. The unused Quota assigned to the project is charged according to the standard procedure.
- 3.1.7. The Executor has the right to set limits on the resources available to a domain and the number of projects.
- 3.1.8. The Server the Customer's virtual machine is built on is connected to the network at 10000 Mbps; this bandwidth is shared by all virtual machines deployed on the Executor's server. The Customer is charged for traffic used according to the pricing plans listed on the Executor's web site and/or Customer's Control Panel.
- 3.1.9. The permissible bandwidth for each virtual machine is limited at 1000 Mbps.
- 3.1.10. Access is granted to the Customer's virtual machines via:
 - Floating IP-addresses;
 - Public subnet with 5 or more addresses;Floating IP addresses and public subnets are automatically created by the Executor in the Customer's project after the necessary number of the appropriate resource is ordered. Once Customer has ordered the necessary number of resources, Executor shall automatically create the corresponding number of floating IP addresses and public subnets in Customer's project. In this case, Customer is entitled to assign only one IP address to each core. Customer must take this condition into consideration when establishing and/or changing their resource quota. Executor may forcibly decrease the number of IP addresses if Customer does not comply with this condition or may allow Customer to use dedicated IP addresses provided

they have paid for a second and subsequent IP addresses to be assigned to a core. Executor's consent and approval to use dedicated IP addresses (more than one IP address per core) shall be obtained via Ticket System.

- 3.1.11. In order to prevent distributed denial of service (DDoS) attacks, the bandwidth for UDP traffic on ports 0, 16, 19, 53, 123, and 1900 is limited to 500 Mbps.
- 3.1.12. In order to prevent denial-of-service attacks, Executor reserves the right to limit Customer's bandwidth to 100 Mbps if Customer exceeds their limit of 150 thousand packets per second.
- 3.1.13. To prevent denial of service attacks, the Executor has the right to limit the bandwidth of the Customer's services which may be exploited in UDP amplification attacks.

3.2. Service usage

- 3.2.1. The Customer may change the Quota for any project created in the Customer's domain at any time.
- 3.2.2. The Customer is charged the maximum value of the project's Quota for the hour preceding the next charge.
- 3.2.3. The Customer or authorized individual can create and delete virtual machines, disks, networks, and other objects for the project at any moment from the project's control panel, provided they are within the Quota set by the Customer.
- 3.2.4. The Customer shall access virtual machines remotely via a general network connection or the Control Panel and shall install and configure all relevant software on the virtual machines without the involvement of the Executor.

3.3. Suspension and termination of the Service

- 3.3.1. When there are no longer funds in the virtual private cloud balance (a balance of zero), the Service shall be suspended automatically. The Executor shall send the Customer notification of the suspension of the Service via Ticket System and/or email.
- 3.3.2. In the event of a 0 virtual private cloud balance for a period of 10 (ten) days, the Executor has the right to delete all of the Customer's virtual machines and any object created in connection with the Service and saved on the Executor's equipment. This period can be extended if agreed upon by the Parties.
- 3.3.3. The Customer may continue to use the Services by adding the necessary funds to the virtual private cloud balance within 10 (ten) calendar days after the Services have been suspended. If the Service is extended (funds are added to the balance) within the indicated or otherwise agreed upon period of time, and if there is an outstanding debt for previously used resources, the funds added to the balance will immediately be used to pay off the outstanding debt.
- 3.3.4. If a project is suspended for not being paid, the amount due for the resources of the projects is calculated as the cost of the project's standard disk, high-speed disk, storage of custom images, floating IP addresses, and subnet with 5 IP addresses for the period of time the project was suspended for.
- 3.3.5. In the event the Customer should refuse the Service, the Customer has the right to withdraw funds on the virtual private cloud balance (service balance) to the Customer's Personal Account. In this case, all unused funds shall be returned.

4. Requirements for protecting information

- 4.1. The Customer shall guarantee the security and actuality of the software used on his virtual machines 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.
- 4.2. The Customer shall take reasonable efforts to prevent any incidents of unauthorized access to the software 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 virtual machines:
 - the sending of email messages from addresses not on the Customer's network (domain);
 - the use of default passwords on the virtual machine'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 virtual machine.
- 4.3. 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 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.
- 4.4. 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 virtual machines which violate the security requirements.
- 4.5. 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;
 - using a falsified IP address or other network protocol addresses when transferring data to 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 unsanctioned 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. Unsanctioned 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.
- 4.6. 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.
- 4.7. The Executor reserves the right to automatically filter traffic in order to block outgoing traffic with falsified (not assigned to the virtual machine) IP and MAC addresses.
- 4.8. 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.
- 4.9. The period of suspension of the Services for reasons indicated in par. 6.7 of the Contract 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.
- 4.10. The Customer shall be fully liable for the compliance of the contents of his virtual machine (site) and the actual location of this information (distributed or transferred) with the effective legislation.
- 4.11. 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.

5. Guarantee and Compensation

- 5.1. Unavailability of Customer's virtual machines as the result of failures in the infrastructure within the Executor's area of responsibility.

Table 1

Availability*	24x7x365 24 hours a day, 7 days a week, 365 days a year
% (percent) of operability per month*	99.98%

Table 2

Availability of Service*	Unavailability per month	Compensation amount (%)
From 99.98% to 100% *	Up to 8 minutes 38 seconds a month	Uncompensated

Table 2

Less than 99.98%	Over 8 minutes 38 seconds a month	0.5% the deduction from the Customer's virtual private cloud balance for every 30 minutes of compensated downtime, up to 100% the Balance amount.
------------------	-----------------------------------	---

5.2. Service unavailability (downtime) is defined as the period of time starting the moment a ticket is sent to the Executor's tech support to the moment the Executor completes work restoring the Service. According to the Agreement, downtime is understood as:

Compensated downtime

The unavailability of the Customer's virtual machines due to a failure in the Executor's infrastructure. Downtime of this nature is compensated based on the resources which could not be used during the downtime caused by the failure of the virtual machine. This includes processor cores, RAM, hard drives, and high-speed hard drives used by the affected virtual machine.

Uncompensated downtime

The unavailability of control layers (complete inability to perform any action in the project via the Customer's Control Panel or external control panel, complete inability to perform any action via API).

- 5.3. Compensation is defined as the transferring of funds from the Executor to the Customer's Bonus Balance for Service unavailability as outlined in Table 1. The transfer will occur within the first 7 (seven) working days of the month following that within which the violation occurred. Funds from the Bonus Account may only be used to pay for the given Service. Compensation shall be expressed exclusively as the transferring of funds to the Customer's Bonus Account.
- 5.4. When calculating compensation amounts, funds previously added to the Customer's Bonus Balance by the Executor (in the framework of a promotional offer or as compensation for the violation of SLA) shall not be considered when the Executor removes funds from the Customer's Bonus Balance to cover payment for the Services defined in the Contract and subject to this Agreement.
- 5.5. 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 via Ticket System. Working hours are considered from 8 AM to 11 PM on workdays, and 11 AM to 10 PM on weekends and holidays. All other times are considered non-working hours. In the event the Executor has no information regarding the start of downtime and no ticket is sent, the Service is considered available and compensation shall not be paid. Calculations are made independently for each virtual machine. Downtime is calculated to an accuracy of one minute. 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. When calculating downtime for working hours, working hour limits are applied; when calculating downtime for nonworking hours, the total amount of downtime (i.e. during working and nonworking hours) is applied.
- 5.6. Compensation shall not be made for downtime defined in par. 5.1. as uncompensated, or for unavailability due to planned maintenance. The maximum period of time a machine shall be disconnected for planned maintenance shall not exceed 5 hours a quarter. Notification of planned maintenance shall be sent via Ticket System or email no later than 3 (three) calendar days prior to the date the downtime is to occur.
- 5.7. Compensation shall not be made in the event downtime is caused by disruptions outside the Executor's area of responsibility or the Customer's actions; a third party's actions; 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.
- 5.8. Service unavailability and compensation is calculated automatically.