



Cloud Storage 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.

Customer's Storage Balance – the Customer's financial account with the Executor used for paying for computational resources. The Customer transfers funds from the Customer's Personal Account to the Customer's Storage Balance in order to pay for services rendered by the Executor.

Customer's Bonus Balance – a record of computational resources provided by the Executor to the Customer. 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.

Cloud Storage – cloud file hosting, intended for storing backup data and distributing static files.

Container – the root folder where data is stored. Containers are characterized by the access restrictions set on the data within them.

Personal (Private) Container – a container whose files are available only to those users as specified in the Customer's Personal Account or Storage account.

Public Container – a container whose files are available without restriction.

Traffic – the volume of data transferred over a network.

Primary Storage Account (Primary User) – login details which grant unrestricted access to the Storage and all data saved to it.

Additional Users – login details which grant limited access to the Storage and all the data saved to it.

1. Service Description

- 1.1. The Executor shall render IT services in the form of providing Cloud Storage and making its resources available to the Customer, and the Customer is obliged to pay for these services according to the terms indicated in the Contract and present Agreement.
- 1.2. The Service cost shall be calculated based on the actual amount of memory used and outgoing traffic. Payment details can be found in the Customer's Control Panel.

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.
- 2.2. The Services commence the moment they are made available by the Executor, provided the Customer's Storage Balance has enough funds to pay for the Services.

3. Terms of Rendering Services

- 3.1. The Services commence the moment they are made available by the Executor, provided the Customer's Storage Balance has enough funds to pay for the Services.
- 3.2. Once the Services have been made available, the Customer shall be able to save backup copies of his data and distribute static files (images, audio, video, js, css) for web-sites and applications.
- 3.3. The Executor shall provide access to the Customer's data at a connection speed of 10 Gbps. The cost of traffic is calculated in accordance with the fees listed on the Executor's site and/or the Customer's Control Panel.

- 3.4. The Primary Storage Account is automatically created when the Service is made available by the Executor. The Customer may use the Primary Storage Account to access the Service using various software applications. The Primary User is granted full access to the Storage and all data saved within.
- 3.5. The Customer may create a maximum of 100 (one hundred) Additional Accounts (Users) within the framework of his own account. The Customer may set the level of Container access for each Additional User.
- 3.6. The Customer has the right to distribute the login details of the Primary User and Additional Users to any third party and is liable for all actions performed by said third party.
- 3.7. The Executor shall not set a limit to the number of Containers. The Customer on his own, without the involvement of the Executor, may define and change the Container type.
- 3.8. The Customer has the right to register a maximum of five third-level domains to each Container.
- 3.9. The Executor shall replicate all data loaded to the Storage by the Customer to three independent servers.
- 3.10. In the event of a negative or 0 Cloud Storage Balance, the Executor shall automatically block all Services.
- 3.11. Services blocked due to a 0 or negative balance shall be automatically resumed once the Customer has added enough funds to his account so that the Cloud Storage Balance is positive.
- 3.12. 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;
 - using the Service to distribute materials, fully or in part, protected by copyright or other rights, without the consent of the rights holder;
 - using the Service to distribute software which contains viruses or other harmful components;
 - distributing and/or storing 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;
 - distributing and/or storing any data or computer software which contains code which acts similarly to computer viruses or other similar components;
 - using the Service for advertising products, services, or other materials which are either limited or prohibited by the effective legislation;
 - taking actions to disrupt the standard functions of Internet components (computers, other equipment, or software) not owned by the Customer;
 - taking actions to obtain illegal access to data stored by other Customers;
 - taking 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;
 - 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.
- 3.13. The Executor shall not be liable for any data stored by the Customer 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 data stored and uploaded during the provision of the Service.
- 3.14. 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.
- 3.15. The period of suspension of the Services for reasons indicated in par. 3.12. 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, their Appendices and the present Agreement.
- 3.16. The Customer shall be fully liable for the compliance of the contents of his Cloud Storage with the effective legislation.
- 3.17. Additional services will be made available within 1 (one) hour from the moment the order is placed in the Customer's Control Panel and advance payment is received from the Customer's Personal Account.
- 3.18. 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. 3.17. 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.
- 4.3. The Customer may use all Internet resources, access to which is provided via 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.
- 4.4. 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.

5. Termination of Services

- 5.1. The Customer may independently, without the involvement of the Executor, set Balance alerts from the Customer's Control Panel.
- 5.2. When the Balance, an alert for which was set by the Customer, is reached, the Executor shall send the Customer notification that the Balance is approaching or has reached the set amount via Ticket System and/or email.
- 5.3. When there are no longer funds in the Customer's Storage 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.
- 5.4. In the event of a negative or 0 Cloud Storage Balance for a period 14 (fourteen) days, the Executor has the right to delete all of the Customer's Containers and data saved on the Executor's equipment. The indicated period may be extended as agreed upon by the Parties.
- 5.5. The Customer may continue to use the Services by adding the necessary funds to the Balance within 14 (fourteen) calendar days after the Services have been suspended.
- 5.6. In the event the Customer cancels Services, the Executor shall transfer the remaining funds from the Customer's Primary Balance to the Customer's Personal Account.

6. Guarantee and Compensation

- 6.1. Table 1

Availability of service per mont	Unavailability per mont	Compensation amount (%)
From 99.98% to 100	Up to 7 minute	1% of the amount removed from the Customer's Storage Balance for the month downtime occurred in
From 99.98 to 99.8%	From 7.5 minutes to 35 minutes	3% of the amount removed from the Customer's Storage Balance for the month downtime occurred in.
From 99.8 to 99.7	From 35.5 minutes to 95 minute	6% of the amount removed from the Customer's Storage Balance for the month downtime occurred in.
From 99.7 to 99.3%	From 95.5 minutes to 140 minute	10% of the amount removed from the Customer's Storage Balance for the month downtime occurred in.
From 99.3 to 98.8	From 140.5 minutes to 256 minute	15% of the amount removed from the Customer's Storage Balance for the month downtime occurred in.
From 98.8 to 96.5	From 256.5 minutes to 12 hour	50% of the amount removed from the Customer's Storage Balance for the month downtime occurred in.
From 96.5 to 90	From 13 hours to 36 hour	90% of the amount removed from the Customer's Storage Balance for the month downtime occurred in.
Less than 90	More than 36 hour	100% of the amount removed from the Customer's Storage Balance for the month downtime occurred in.

- 6.2. Compensation is defined as the transferring of funds from the Executor to the Customer's Bonus Balance for the Executor's violation of this Service Level Agreement in accordance with the conditions listed in Table 1 in par. 6.1.
- 6.3. In the event data is lost/damaged due to an accident caused by the Executor, a sum equal to 100% the amount removed from the Customer's Storage Balance the month the accident occurred in will be refunded to the Customer.
- 6.4. Under no circumstances will the compensation amount exceed the sum paid by the Executor for the Services in one month.
- 6.5. The transfer will occur within the first 7 (seven) working days of the month following that within which the violation occurred.
- 6.6. Compensation for service unavailability (henceforth referred to as 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 Cloud Storage is made available 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.

- 6.7. Compensation shall not be offered for Service unavailability during scheduled maintenance.
- 6.8. Compensation shall be expressed exclusively as the transferring of funds, calculated in accordance with Table 1, to the Customer's Bonus Account. Funds from the Bonus Account may only be used to pay for the given Service.
- 6.9. 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.
- 6.10. Service unavailability and compensation is calculated automatically.