

# THE TERMS OF USE OF SPECIFIC SERVICES:

## EQUIPMENT HOSTING (COLOCATION)

*Please note: This document is an English translation of the document found [here](#). In the event of a conflict between the Russian version of this document and this translation, the Russian version shall prevail. Only the Russian version of this document found [here](#) is legally binding.*

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The Terms of Use of Specific Services (the “Terms of Use”) are an integral part of the User Agreement (the “Agreement”). Capitalized terms that are used but not defined in the Terms of Use have the meaning assigned to them by the Agreement.

### Terms and Definitions

**Soft grace period** – the period of service provision after the end of the paid period, during which the Contractor provides the service to the Customer in full.

**Hard grace period** – the period of service provision after the end of the paid period and soft grace period, during which the Contractor provides the service to the Customer in a reduced volume. Access to the equipment over the network is blocked, but the equipment itself is not turned off.

## 1. SUBJECT

1.1. The Contractor grants the Customer access to the Service for hosting the equipment provided by the Customer in the Data Center, with connection to the Contractor's local network and ensuring information exchange with the network (hereinafter referred to as the “Service”). The Customer accepts and pays the Contractor for the Service.

## 2. PROCEDURES FOR THE PROVISION OF SERVICES

2.1. The Customer creates a request for the Service in the Customer's Account, through the Contractor's website <http://okey-telecom.ru/>, or in the Ticket System with information about the equipment and the specifics of providing the Service.

2.2. The Service provision begins after receipt of payment to the Customer's Personal Account from the moment of installation of the Customer's equipment at the Service platform and connection of the Service by the Contractor.

2.3. The Contractor's Service platform provides uninterrupted power supply, optimal climatic conditions (air conditioning and ventilation system), round-the-clock monitoring of essential Data Center systems operation, round-the-clock access control, and physical security.

2.4. The Contractor's staff accepts delivery of the equipment from the Customer and returns it. The powers of the Contractor's representative on the Service platform arise from the Power of Attorney and the availability of access to the Contractor's seal.

2.5. Requirements for hosted equipment:

2.5.1. The Customer's equipment hosted in the Data Center shall undergo an expert assessment by the Contractor's technical specialist, who, in case of non-compliance with the requirements, may not accept the equipment for hosting and require its replacement or modification.

2.5.2. The equipment hosted in Russian Data Centers must meet the electrical safety requirements for equipment hosted on communication nodes and have certificates of compliance with the State Standard of the Russian Federation. The Data Center in Russia provides a power supply with a single-phase voltage of 220 V and a frequency of 50 Hz. The maximum power consumption of each piece of equipment hosted in Russia should not exceed 5000 watts.

2.5.3. The equipment hosted in European Data Centers must meet the electrical safety requirements for equipment hosted on communication nodes and have CE certification. The Data Center in Europe provides a power supply with a single-phase voltage of 230 V and a frequency of 50 Hz. The maximum power consumption of each piece of equipment hosted in Europe should not exceed 3000 watts.

2.5.4. The customer provides the necessary converters if the installed equipment requires other power supply parameters.

2.5.5. The power consumption of each piece of equipment included in the cost of the Service is 700 watts and can be increased by ordering an additional Service.

2.5.6. The Contractor reserves the right to measure the power consumption of the equipment being hosted and, in case of exceedance of the paid capacity, request the customer to purchase the required amount to the needed value or refuse to provide the Service.

2.5.7. The equipment must be able to connect to the Ethernet switch via a twisted pair cable (RJ-45 connector). The customer provides the necessary media converters if the equipment has a different interface.

2.5.8. The Customer must provide the hosted equipment with a set of materials necessary for installation and connection (power cords, fasteners, rails); otherwise, the Contractor reserves the right to refuse to host the Customer's equipment.

2.5.9. When hosting an equipment unit consisting of several servers (“blade server”), the Customer shall order the Service “1U server hosting” in an amount equal to the number of servers in the equipment unit.

## 2.6. Delivery and equipment connection procedures:

2.6.1. The Customer informs the Contractor in 1 (one) working day via the Ticket system about the planned delivery of equipment, indicating the type of equipment, full name, passport data of the Customer's representative who will deliver the equipment, as well as the license plate number and make of the vehicle for which a pass to the territory of the Data Center is required.

2.6.2. The Customer ensures the delivery of the equipment to the Data Center by forwarding it to the Contractor, for which a Certificate of acceptance and delivery of equipment is drawn up.

2.6.3. In order to ensure cyber and physical security, the Contractor's staff has the right to inspect the equipment installed by the Customer. The inspection can be carried out both during the initial installation of the equipment and after each case of maintenance by the Customer and may include an inspection of each piece of equipment from the inside. The said inspection is carried out in the presence of the Customer's representative. If the equipment does not meet the cyber and physical security requirements, a report is drawn up indicating why the equipment is not accepted for installation.

2.6.4. The Customer's equipment is accepted by the Contractor only after payment for the Service, connection to the network, and operation of the equipment. The Customer's equipment is installed by the Contractor's employees within 1 (one) working day after the equipment is delivered to the Data Center unless otherwise agreed.

2.6.5. When hosting the equipment or before its connection, the Customer informs the Contractor of the information necessary for the correct cooperation on technical issues arrangements.

2.6.6. In the case of hosting USB devices as a separate piece of equipment, the USB device is connected to the USB server of the Contractor. The Contractor provides specialized software and access data for connecting a USB device in the operating system on the Customer's server. All types of storage devices are not provided for hosting.

2.6.7. To ensure network equipment's stable operation, the number of MAC addresses on access ports is limited to 25 pcs per port. The number of MAC addresses can be increased at the Customer's request.

2.6.8. Upon completion of the equipment installation in the Data Center, the Contractor informs the Customer about the connection via the Ticket system and/or by e-mail.

2.7. Equipment operation procedure:

2.7.1. The Customer on their own operates the equipment by remote access to it via public communication networks and installs the software as needed on the hosted equipment.

2.7.2. At the request of the authorized bodies, the Contractor's employees can operate the Customer's equipment, including, but not limited to, entering any commands from the console, stopping or restarting the equipment, testing, or other actions aimed at operating the equipment or its parts.

2.7.3. Changing the Service platform of the equipment hosting is possible by agreement of the Parties via the Ticket system.

2.8. Procedure for physical access to equipment:

2.8.1. The Customer has the right to carry out preventive or other maintenance on their equipment hosted by the Data Center - around the clock, 7 days a week, 365 days a year.

2.8.2. Customer's technical specialists may perform the specified maintenance, the list of which (indicating the full name and passport data) must be provided at least 1 (one) working day before the maintenance via the Ticket system. The deadline for submitting an application for maintenance can be shortened by agreement of the Parties or in case of an emergency in the Contractor's Data Center.

2.8.3. No more than two of the Customer's technical specialists are allowed to be in the Data Center simultaneously.

2.8.4. To carry out preventive maintenance, the Customer's equipment is switched off and transferred to a specially equipped site. There, the equipment is connected to the power supply network. A monitor and keyboard are provided for maintenance.

2.8.5. Access to the Customer's representatives and carrying out preventive maintenance in the technological premises of the Contractor intended for the hosting of equipment is not permitted.

2.8.6. In order to carry out maintenance with the Customer's equipment, the Contractor's technical staff must be notified of the upcoming preventive maintenance at least 1 (one) working day before it starts.

2.8.7. When the Customer's representatives are in the server room, it is prohibited:

- to smoke;
- to take any kind of photos or videos without the permission of the Contractor's representative;
- to bring in and consume food and beverages;
- to operate equipment or carry out maintenance that may cause damage to the premises and equipment of the Data Center or pose a threat to people;
- to connect to equipment that does not belong to the Customer;
- to make changes to equipment commutation;
- to turn on or off the engineering equipment of the Data Center.

2.8.8. The Contractor has the right to refuse the Customer access to the equipment if the Customer has payment arrears.

2.9. Equipment shutdown procedure:

2.9.1. Upon termination of the Agreement with the Customer, as well as upon replacement of equipment, the Contractor, within no more than 3 (three) working days after the Customer's request, shuts down the relevant equipment of the Customer. The equipment is also turned off at the end of the provision of Service.

2.9.2. Shutdown of the equipment is carried out in the way specified by transferring the equipment. If the Customer has not informed the Contractor's staff in advance about the method of the equipment shutdown, it is shut down by the method that the staff deems appropriate. In this case, the Contractor is not responsible for the correct operation of the software of the hosted equipment after such a shutdown.

2.9.3. The equipment is returned to the Customer at the Technical Site at the address specified in the Certificate of acceptance and delivery unless otherwise specified in the Terms of Use and agreed by the Parties via the Ticket System. Contractor's representative hands the equipment to the person authorized by the Customer, unless otherwise agreed, for which an equipment return Certificate is drawn up indicating the passport details of the Customer's

representative. It is necessary to attach a Power of Attorney for the right to receive Equipment, to put the seal of the Customer's company (in case of availability in the Customer's company). The Certificate should specify the number of units of returned equipment.

2.9.4. The Contractor has the right to refuse to return the equipment to the Customer if the Customer has payment arrears.

2.9.5. The equipment is returned to the Customer only during working hours or by agreement of the Parties.

2.10. IP-KVM Usage Rules:

2.10.1. The device is connected directly to the ports of VGA (or similar for its intended purpose), USB, and PS/2 servers.

2.10.2. For IP-KVM to work correctly, the Customer needs an Internet connection at a speed of at least 64 Kbit/s and the use of any browser with pop-up permission; in addition, Java Runtime Environment (JRE) software must be installed in the client's operating environment.

2.10.3. The Customer is responsible for the inability to use the device. The Contractor guarantees only the ability to connect to the device using the provided access details.

2.10.4. The Customer is provided unique access details to the service via the Ticket system for the service's duration.

2.10.5. The maximum time for providing the service is no more than 10 hours per month, except as otherwise agreed. After the specified time, the service may be terminated without further notice to the Customer.

2.10.6. No more than one IP-KVM can be allocated to one account for free at a time. The client can order an additional "Permanent IP-KVM connection" service if necessary. The service is provided at the Customer's request and submitted via the Ticket system within 4 hours, subject to technical availability.

## 3. PAYMENT FOR THE SERVICE

3.1. Unless otherwise provided by these Terms of Use, the Service is paid in the manner, time limits, and form established by the Agreement.

3.2. The Contractor has the right to provide Services on loan until the end of the provision of the Service. Services rendered on debt are subject to mandatory payment. The provision of

Services on loan is carried on a per-day basis. The provision of the Service will not be carried out by the Contractor if the Customer refuses the Service before the end of the paid period.

## 4. END OF SERVICE PROVISION

4.1. The termination of the Service provision, as a general rule, occurs after the expiration of the Soft Grace Period and the Hard Grace Period.

4.2. The end of the Service provision with the Service tacit extension function enabled (automatic payment, including automatic monthly payment) is as follows:

4.2.1. The Soft Grace Period is 96 hours. The Hard Grace Period ends 240 hours after the paid period ends. The Contractor has the right to exclude weekends and holidays when calculating the completion dates of Grace periods, thereby extending the specified deadlines:

4.2.1.1. In case of the Customer's Personal Account crediting during the Soft Grace Period or the Hard Grace Period with an amount sufficient for payment of the entire ordered Service provision period, the specified amount is debited automatically, and the Service is extended for a new period from the day following the last day of the Service previous paid period.

4.2.1.2. In case of the Customer's Personal Account non-crediting during the Soft Grace Period or the Hard Grace period with an amount sufficient for payment of the entire ordered Service provision period, the Contractor has the right to turn off the power supply equipment, dismantle it and move it to a temporary storage warehouse.

4.3. The end of the Service provision without tacit extension function enabled (automatic payment, including automatic monthly payment) is as follows:

4.3.1. If the auto-renewal service has been disabled, the Contractor sends a notification via the Ticket system and/or by e-mail to the Customer that the paid period is ending.

4.3.2. Grace periods are not applied for Services with disabled auto-renewal. The Service provision is terminated immediately after the expiration of the paid period.

4.3.3. From the date of termination of the provision of the Service, the Contractor has the right to disconnect the power supply equipment, dismantle it and move it to a temporary storage warehouse; the Customer undertakes to pay for the storage of the equipment.

4.4. The cost of storing equipment in the Contractor's warehouse is 30% of the monthly subscription fee for each month of storage. If the equipment is stored for less than one calendar month, the Contractor will calculate in accordance with the actual storage period of the equipment.

4.5. If the Customer does not pay for the storage of the equipment within 6 (six) months and does not collect it from the temporary storage warehouse after the specified period, the Contractor has the right to dispose of the equipment independently by selling or utilization of this equipment, with recovery from the Customer of the costs of such disposal.

4.6. In case of refusal of the Service before the expiration of the paid period, the Contractor returns the cost of the unused Service to the Customer's Personal Account. The funds are returned only for the full unused months.

## 5. SERVICE LEVEL AGREEMENT (SLA)

5.1. The Service Level Agreement can be found at <http://okey-telecom.ru/licenses-certificates-policies/service-level-agreement-sla/>.