

THE TERMS OF USE OF SPECIFIC SERVICES:

PROVIDING OF A DEDICATED SERVER AND A DEDICATED SERVER OF CUSTOM CONFIGURATION

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

Dedicated server is a physical server owned by the Contractor, and its resources are available to the Customer.

A dedicated server of a ready-made configuration is a dedicated server configured in advance and available for order.

A dedicated server of custom configuration is a dedicated server owned by the Contractor with optional components to configure.

Additional services are additional software features of the provided network equipment, cloud and physical resources, and/or other actions to supplement the basic service of a Dedicated Server providing.

A line is a group of dedicated servers of a ready-made configuration. The Lines’ names, their description, and included characteristics of dedicated servers are available on the Contractor's website. Details of the services providing for dedicated lines can be specified in these Terms of Use.

Soft Grace period is a period of service provision after the paid period expiration when the Contractor renders the service to the Customer in full. The Soft Grace period does not apply to services provided by the day.

Hard Grace period is a period of service provision after the expiration of the paid period, and Soft Grace period when the Contractor renders the service to the Customer at a reduced level, the Dedicated Server is disconnected, but the Customer's data are still stored on it.

1. SUBJECT

1.1. The Contractor provides the Customer with the computing capacities of a Dedicated Server located on the Contractor's physical infrastructure (hereinafter referred to as the "Service"). The Service is accessed remotely. The Customer agrees and pays for the Service to the Contractor.

1.2. The Contractor provides the Customer with one or more Dedicated Servers within the Service. The dedicated server has an alphanumeric identifier (ID or UUID). The server ID is specified in the server card in the Customer's Personal Account.

1.3. The Customer can enable Additional services, the cost of which is specified on the <https://www.atlex.ru/en> website, as well as Additional services approved via the Ticket system.

2. PROCEDURES FOR THE PROVISION OF SERVICES

2.1. It is necessary to select the Service available features at the Service order.

2.2. The provision of the Service starts from the date of its activation by the Contractor.

2.3. A dedicated server of a ready-made configuration is provided in the following terms: subject to availability of technical capability, it is provided within 2 (two) hours from the moment of the Service order in the Customer's Personal Account or on the Customer's Website and debiting the advance payment in the Personal Account.

2.4. A dedicated server of custom configuration is provided in the following terms: subject to availability of technical capability, it is provided within 5 (five) business days from the moment of the Service order in the Customer's Personal Account or on the Customer's Website and debiting the advance payment in the Personal Account.

2.5. If there is no technical possibility of the Service provision in accordance with the Terms of Use, the Contractor is obliged to notify the Customer, specifying the reasons why the Service cannot be provided on time, and to determine the scheduled date of the Service providing start.

2.6. The Dedicated server is assembled and completed by the Contractor. All the necessary components of the Dedicated Server that are not specified in the order are selected at the discretion of the Contractor.

2.7. The Contractor provides the Dedicated server access to the Internet (unless otherwise agreed by the Parties). The customer independently chooses the terms of the connection from the available ones in the Personal Account.

2.8. The Customer independently operates the Service by remote access via general communication networks, independently installing the appropriate software on a dedicated server.

2.9. In case of failure of the components that are part of the Dedicated Server, the Contractor is obliged to replace all the defective parts with similar ones at his own expense within 3 hours from the moment of the Customer's request through the Ticket System. In the absence of the necessary spare parts, the Contractor may temporarily use more capacious /high-speed parts. The Customer has the right to get compensation according to the Terms of Use if more than 3 hours have passed from the moment of the server failure to the end of the repair work.

2.10. The Contractor may offer free server hardware diagnostics in case of any technical problems during the Service operation, but in the absence of the Customer's explicit confirmation of the server components failure, and in case of a positive result of diagnostics the replacement of the failed components will be provided. The diagnostics time is not subject to compensation and is no more than 12 hours.

2.11. The number of MAC addresses on access ports is limited to 25 pcs per port in order to provide stable operation of network equipment. The number of MAC addresses can be increased at the Customer's request.

3. PAYMENT FOR THE SERVICE

3.1. The Service is paid in the manner, terms, and form established by the Agreement and tariffs (tariff plans) unless otherwise provided by these Terms.

3.2. The Customer can choose the period of the Service payment at order. The service will be automatically prolonged for a selected period if such a period is available for choosing at the moment of prolongation.

3.3. The Service cost, valid at the Service order, is valid until the end of the Service paid period. The cost of the Service can be changed in accordance with the terms of the Agreement.

3.4. The Service prolongation is provided in accordance with the current tariff plan. The period of Service provision is determined by the Customer when choosing the tariff. The tariff is selected from those available at the Service order or at any time before the end of the current Service providing period. The new tariff is applied from the end of the previous Service providing period.

3.5. The Contractor has the right to provide Services in debt until the end of the Service providing. Services rendered in debt are subject to mandatory payment. The Services in debt are provided daily. The Contractor will not provide the Service in case of the Customer's cancelation of the Service before the end of the paid period.

3.6. If the Customer cancels the Additional Service or the Service for which the Additional Service was previously activated, the payment for the unused period of the Additional Service will not be refunded.

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. On termination of the Virtual Machine Service provision, all data placed on it is deleted.

4.2. The termination of the Service provision with the Service auto prolongation function enabled (automatic payment, including automatic monthly payment) is as follows:

4.2.1. The Soft Grace period is 24 hours, excluding weekends and holidays, for Dedicated servers, except for daily paid. The Hard Grace period ends 72 hours after the paid period ends, excluding weekends and holidays.

4.2.1.1. In case of replenishment of the Customer's Personal Account during the Soft Grace period or the Hard Grace period for an amount of money sufficient to pay for the entire Service provision ordered period, the specified amount of money is debited automatically, and the Service is prolonged for a new period from the day following the last day of the Service provision previously paid period.

4.2.1.2. In case of no replenishment of the Customer's Personal Account during the Soft grace period or the Hard grace period by an amount sufficient to pay for the entire Service provision ordered period, the provision of the Service is terminated, the Dedicated Server and the hosted data are deleted.

4.3. The termination of the Service provision without auto prolongation function enabled (automatic payment, including automatic monthly payment) is as follows:

4.3.1. Soft Grace Period and Hard Grace Period are not applied for Dedicated Servers. The Service provision is terminated immediately after the expiration of the paid period, the Dedicated Server and the hosted data are deleted after 7 calendar days, and the resources allocated for the service will be released.

4.4. The Contractor refunds the cost of the unused Service to the Customer's Personal Account in case of cancellation of the Service before the paid period expires. The funds are returned only for the full unused months.

4.5. If the Dedicated Server you are renting is blocked due to non-payment, but the data has not yet been deleted, then its unblocking is possible only after full debt payment for all the past days since the data on it continues to consume resources. The rent dates do not change.

4.6. If the Dedicated Server you are renting is blocked due to non-payment but has not yet been deleted, a request ticket for a delay has not been submitted on time, and the delay in payment is already more than 15 calendar days, in order to unblock it, you must also additionally pay a penalty of 10% of the cost of the server rent service.

4.7. The Contractor assumes no liability for the consequences caused by the blocking and/or removal of the Dedicated Server due to late payment. Blocking and deleting are the Customer's sole responsibility.

5. INFORMATION SECURITY REQUIREMENTS

5.1. The Customer is obliged to prevent unauthorized access to the software used and not to allow the use of its own resources or those provided by the Contractor for unauthorized access to other Internet resources. In particular, the Customer must prevent the following situations from occurring on his Dedicated Server:

- e-mail messages sent from the Dedicated Server on behalf of addresses that do not belong to the Customer's network (domain);
- the Dedicated Server software uses default passwords;
- packets with an incorrect source address (IP source address) are outgoing from the Dedicated Server;
- Domain Name Service (DNS) packets with intentionally damaged data are outgoing from the Dedicated Server;
- there is malware installed on the Dedicated Server;
- programs specially designed for unauthorized access to information are installed and/or running on the Dedicated Server.

5.2. The Contractor has the right to provide automatic traffic filtering in order to block the outgoing traffic containing fake (not assigned to the Dedicated Server) IP and MAC addresses, up to the complete blocking of the resource.

6. SERVICE LEVEL AGREEMENT (SLA)

5.1. The Service Level Agreement is available on the web page at <https://www.atlex.ru/licenses-certificates-policies/service-level-agreement-sla/>.