

THE TERMS OF USE OF SPECIFIC SERVICES:

PROVIDING OF VIRTUAL SERVER

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

Virtual machine is a virtualized server (VPS/VDS) created at the Contractor’s service platform and providing computing resources to the Customer.

Virtual disk is the allocated storage space dimension placed on the Contractor’s service platform.

Virtual network is an isolated virtual switchboard to which the Customer’s Virtual Machines are connected.

User is a pair of matching items of name and password that defines the owner of the objects. Users are created by the Customer within the domain.

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

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.

Resource is an atomic unit that represents a part of the resources of a physical server or the minimum possible part of the service provided.

Resources	Measurement units
Processor cores	pcs.
RAM	GB
Basic disk	GB
Fast disk	GB
Storing custom images	GB
Dedicated IP address	pcs.
Virtual Machine Backup	pcs.
Space in the repository	GB

Control Plane is a combination of the Customer’s Account Control Panel, API, and External Project Management Panels created by the Customer.

1. SUBJECT

1.1. The Contractor provides the Customer with access to a virtualized infrastructure consisting of Resources combined in the form of a Virtual Machine. The Customer agrees and pays for the Service to the Contractor.

2. PROCEDURES FOR THE PROVISION OF SERVICES

2.1. It is necessary to select the Service available features on the Contractor’s website <https://www.atlex.ru/en> at the Service order.

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

2.3. A User and password are automatically created to access the Virtual Machine.

2.4. A bandwidth for each Virtual Machine is limited to 100 Mbit/s.

2.5. The Customer independently operates the Service by remote access via general communications networks, independently installing the appropriate software on the Virtual Machine.

2.6. Internet access for the Customer’s Virtual Machines is provided via Dedicated IP addresses;

2.7. A dedicated IPv4 IP address is assigned automatically after ordering a Virtual Machine.

2.8. Approval of Additional Services, such as additional dedicated IP addresses, additional disk space, additional processor cores, and others, is carried out using the Ticket system.

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 chosen 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 service's cost can be changed per 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 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 cancellation 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. The Hard Grace period is 30 days from the end of the paid period or less if it needs resource deallocation, but not earlier than the Soft grace period ends, excluding weekends and holidays.

4.2.1.1. If the Customer pays for a new Service provision period in the Personal Account during the Soft Grace Period or the Hard Grace period, the Service is prolonged for a new period from the day following the last day of the Service previous paid period.

4.2.1.2. In case of non-payment by the Customer for a new period of Service provision in the Personal Account during the Soft Grace Period and the Hard Grace period, the Service provision is terminated, and the Virtual Machine and the information placed on it is 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. The Service provision is terminated immediately after the paid period's expiration. The Virtual Machine and all data placed on it 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 Virtual 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 Virtual 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.

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 Virtual Machine:

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

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 virtual machine) 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/>.