

THE TERMS OF USE OF SPECIFIC SERVICES:

PROVIDING SERVICES OF ADMINISTRATION

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

TA (Technical Assignment) is a document containing the Customer’s requirements defining the terms and conditions of service providing by the Contractor.

1. SUBJECT

1.1. The Contractor provides the Customer with access to an additional server administration service (hereinafter referred to as the “Service”) within the main services rendered/ordered, including:

- Providing of a Dedicated server and a Dedicated server of custom configuration;
- Cloud platform.

The main services are provided within the relevant Terms of Use of Specific Services. The terms defined in the Terms of Use of Specific Services have the meaning assigned to them in the Terms of Use.

1.2. The scope of the Service is determined in accordance with the current tariff plan and may include the following services:

- Monitoring of Customer administration objects;
- Responding to technical failures, including attempts to eliminate technical failures that have occurred;
- Software configuration on the Customer’s servers.

1.3. The Customer agrees and pays for the Service to the Contractor.

2. PROCEDURES FOR THE PROVISION OF SERVICES

2.1. The Customer chooses and orders the Service in the Customer's Personal Account and/or through the Ticket system. The Contractor responds to the Customer's request within one business day from the moment of the request receipt.

2.2. The Customer provides the Contractor a description of the project within which the Service is planned to be implemented to clarify the Service provision's technical parameters. In accordance with the number of units for administration specified in the project and agreed by the Parties, within the infrastructure chosen by the Contractor, the Contractor provides the Service.

2.3. The Parties proceed to the approval of the Technical Assignment after payment for the Service by the Customer.

2.4. The Service is becoming available after the finalization of all details of the Customer's project implementation by both Parties within, but no later than, 5 (five) business days from the date of payment for the Service.

2.5. The procedure for providing the service "Responding to technical failures, including attempts to eliminate the technical failures occurred":

2.5.1. Three (3) types of technical failures are provided:

- Accidents – breakdowns of the Customer's administration objects;
- Incidents – significant malfunctions that lead to a decrease in the declared features, the security level, or a violation of the controllability of the Customer's administration objects;
- Problems – malfunctions that do not affect the quality of services, the set of functions performed, or the normal functioning of the Customer's administration objects but can lead to an Incident.

The response time to technical failures is determined in accordance with the Service Level Agreement (<https://www.atlex.ru/licenses-certificates-policies/service-level-agreement-sla/>) and tariffs (tariff plans <https://www.atlex.ru/system-administration-service/>).

2.5.2. The Contractor becomes aware of a technical failure independently by means of a monitoring system report determined in accordance with the current tariff plan and/or after receiving a notification from the Customer via the Ticket System.

2.5.3. In case of a technical failure detection without outside help, the Contractor notifies the Customer about a technical failure occurrence via Ticket system or by other method and contacts approved in the TA.

2.5.4. The Contractor is obliged to eliminate the technical failure or inform the Customer about the impossibility of the technical failure eliminating, in particular:

- The Contractor notifies the Customer of the impossibility of eliminating a technical failure by the Contractor's resources within two (2) hours from the moment such a failure is detected. The notification must contain a reasonable cause of the impossibility of the failure eliminating by the Contractor within its obligations under these Terms;
- The Customer is entitled, within twenty-four (24) hours from the date of notification receipt, to send to the Contractor his reasoned objections and propose his own method to eliminate the failure;
- Within two (2) hours from the moment of receipt of the Customer's reasoned objections, the Contractor is obliged to eliminate the failure by the method proposed by the Customer or to send the Customer a reasoned notification about the impossibility of eliminating the problem by the proposed method within the Contractor's obligations under these Terms.

2.5. The Customer is obliged to notify the Contractor of scheduled preventive maintenance provided by the Customer independently, no later than twenty-four (24) hours before the performance of work. In such cases, the Contractor does not respond to the reports of the monitoring system and does not proceed to eliminate problems that have arisen as a result of the Customer's scheduled work without a request, therefore from the Customer in the Ticket system.

2.6. The procedure for providing the "Software Configuration on the Customer's servers" service:

2.6.1. The following typical tasks, but not limited to, are solved within the "Software Configuration on the Customer's servers" service:

- Initial configuration of services;
- Setting up data backups;
- Configuration of the collecting and storage of system logs and application logs;
- Monitoring availability and internal metrics;
- Diagnostics of systems and applications.

2.6.2. Issues related to web development, programming, and contextual advertising settings, as well as software that has not been agreed in the TA, are not resolved within the "Software Configuration on the Customer's servers" service.

2.6.3. The number of scheduled work hours per month for 1 operating system is determined in accordance with the current tariff plan. Scheduled work includes works on introducing amendments, system customization, technical consultations, and other similar work. Scheduled work is not related to the elimination of abnormal operation of the system. Scheduled works are coordinated in accordance with the procedure provided for by the Agreement. If a number of hours is used up by the Customer or the Customer needs to perform work off-schedule, it is possible to order hourly system administration services.

3. PAYMENT FOR THE SERVICE

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

3.2. If the Service auto prolongation was activated upon the Service order, then at the end of the Service current paid period and if there is a sufficient amount of money on the Customer's Personal Account, the Service will be automatically prolonged for the next month.

3.3. 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.

3.4. The Services are prolonged in accordance with the current tariff plan. The period of Service providing is determined by the Customer when choosing the tariff. The tariff is selected from those available upon the Service order or at any time before the end of the current Service period. The new tariff is applied from the moment of the Service's previous period termination.

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. Previously activated Additional Services for the Service are also deactivated upon termination of the Service provision.

4.1.1. Soft Grace Period for the Services is 24 hours, excluding weekends and holidays. The Hard Grace Period is 72 hours from the end of the paid period but not earlier than the end of the Soft Grace period, excluding weekends and holidays.

4.1.1.1. 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.

4.1.1.2. 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.

4.1.2. For Services paid daily, the Hard Grace period is 24 hours.

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

4.1.2.1.1. 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 prolonged for a new period from the day following the last day of the Service previous paid period.

4.1.2.1.2. In case of non-crediting the Customer's Personal Account during the Soft Grace Period or the Hard Grace period with an amount sufficient for payment of the ordered Service provision period, the Service provision is terminated.

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

4.1.2.2.1. Soft Grace Period and Hard Grace Period are not applied for the Service. The Service provision is terminated immediately after the expiration of the paid period.

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.

5. 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/>.