

# THE TERMS OF USE OF SPECIFIC SERVICES:

## VMWARE-BASED PUBLIC CLOUD

*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 these Terms of Use shall have the meaning ascribed to them in the Agreement.

### Terms and Definitions

**Virtual Machine** – a virtualized server created on the Contractor's Service platform that provides computing Resources to the Customer.

**Virtual Disk** – the allocated amount of disk space hosted on the Contractor's Service platform.

**Virtual Network** – an isolated virtual switch to which the Customer's Virtual Machines are connected.

**Organization** – a collection of Users and a vDC defined within a single account.

**User** – a username/password pair that defines the owner of the objects. Users are created by the Customer within the domain.

**vDC** – a virtual Data center, a logically isolated group of virtualization objects (Virtual Machines, Virtual Disks, Virtual Networks) to which a User can have access.

**Resource** – an atomic unit that represents a part of the Resources of a physical server or the minimum possible part of the Service provided.

Resources	Units
Processor cores	Pieces
RAM	Gbyte
Basic disk	Gbyte
SSD	Gbyte
Storing user images	Gbyte
Floating IP address	Pieces
Subnet of 5 IP addresses	Pieces
Virtual Machine backup	Pieces
Place in the repository	Gbyte

**Limit** – the limit of Resources that can be used to create objects within a single vDC. It is determined by the Contractor automatically when creating a vDC and can be changed at the request of the Customer.

**API** – a software interface for automated Service management.

**vCloud Director Control Panel** – a separate control panel provided as part of this Service and designed to manage the vDC. Third parties may access the External Control Panel at the Customer's initiative without setting up a separate account in the Customer's Account Control Panel.

**VBR Control Panel** – a separate control panel for backup and recovery of Virtual Machines, based on the Veeam® Backup & Replication solution.

**Control Plane** – a combination of the Customer's Account control panel, API, and External Project Control 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 a vDC (hereinafter referred to as the “Service”). The virtualized infrastructure is implemented using VMware software on the physical infrastructure of the Contractor. The Customer accepts and pays the Contractor for the Service.

## 2. PROCEDURES FOR THE PROVISION OF SERVICES

2.1. The Contractor creates a vDC at the Customer's request, placed through the ticket system or in the Account.

2.2. The provision of the Service begins from the moment the Contractor allocates the ordered Resources if there is a sufficient amount of funds on the Customer's Service Balance for the selected type of vDC to start providing the Service.

2.3. The customer can request the creation of one or more vDC and manage them from the vCloud Director Control Panel.

2.4. A username and password are automatically created to access the vDC.

2.5. The Customer creates Virtual Machines, Virtual Disks, and Virtual Networks within the limits of vDC in the vCloud Director Control Panel.

2.6. The Contractor has the right to set a limit on the maximum allowable use of each of the Resources within the Organization, as well as on the number of vDC.

2.7. The allocated amount of Resources is subject to payment. The Customer independently selects the configuration of Virtual Machines, Virtual Disks, and Virtual Networks, except in cases when they are created automatically by the Contractor.

2.8. The server hosting the Customer's Virtual Machine is connected to the network at a speed of at least 10 Gbps; this bandwidth is divided between all Virtual Machines running on the Contractor's server. The Internet traffic consumed by the Customer is accounted for in accordance with the tariffs indicated on the Contractor's website.

2.9. The bandwidth for each vDC is limited to 10 Gbits. By default, 100 Mbit/s is allocated.

2.10. Internet access for the Customer's Virtual Machines is provided by:

- by providing a virtual router;
- floating IP addresses;
- public subnets of 5 or more addresses.

2.11. Floating IP addresses and public subnets are created automatically upon ordering the necessary Resources.

2.12. The Customer has the right to use IP addresses on one IP address per one Virtual Machine basis.

2.13. The Contractor may unilaterally reduce the quota for IP addresses if the Customer does not meet the specified condition. The Contractor may allow the Customer to use the allocated IP addresses, provided that the second and subsequent IP addresses are paid for one Virtual Machine.

2.14. Approval for the use of allocated IP addresses is carried out in the Ticket System.

2.15. The Customer can create or delete Virtual Machines and Resources in the vDC at any time within limits set by the Customer.

2.16. The Customer independently operates Virtual Machines by remote access to them via public communication networks or via the vCloud Director Control Panel, independently installs and configures the software he needs on Virtual Machines.

2.17. The Customer can configure backup and recovery of their Virtual Machines via the VBR Control Panel.

### 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 cost of the Service includes the sum of the Resources of the Virtual Machine configurations in the vDC, as well as shared Resources.

3.3. If the auto-renewal Service was activated when ordering the Service, then at the end of the current paid period of the Service and if there is a sufficient amount of money on the Customer's Personal Account, the Service will be extended automatically for the next month.

### 4. END OF SERVICE PROVISION

4.1. When the zero Service Balance is reached, or the balance is insufficient for the next withdrawal for the allocated Resources, access to the vDC is disabled automatically. The Contractor sends a notification to the Customer about the disconnection of Services in the Ticket System.

4.2. If the Service Balance is insufficient to make the next withdrawal for the allocated Resources within 5 (five) calendar days, the Contractor has the right to suspend the provision of the Service.

4.3. If the Service Balance is insufficient to make the next withdrawal for the allocated Resources, within 14 (fourteen) calendar days, the Contractor has the right to delete all

Virtual Machines, as well as any other Customer objects created within the framework of the Service and stored on the Contractor's equipment. The specified period may be extended by agreement of the Parties.

4.4. The Customer may continue using the Service, provided that the Service Balance is replenished before the 14th (fourteenth) calendar day from the moment the zero balance is reached, or the Service Balance is insufficient for the next withdrawal for the allocated Resources. When replenishing the Service Balance within the specified period, if there is a debt to pay for the Service in the amount of previously allocated Resources, the amount of debt will be withdrawn at the time of replenishment of the Service Balance.

4.5. The Service payment debt is calculated based on the cost of Resources for vDC disabled for non-payment, formed as the sum of the cost of the base disk, SDD, storage of user images, public IP addresses, and other Resources assigned to the vDC for the time during which the vDC was disabled.

4.6. If the Customer refuses the Service, the Customer has the right to transfer funds from the Service Balance to the Customer's Personal account.

## 5. INFORMATION SECURITY REQUIREMENTS

5.1. The Customer is obliged to prevent unauthorized access to the software used and to prevent the use of its own Resources or those provided by the Contractor for attempts of unauthorized access to other Internet Resources. In particular, the Customer shall avoid the following situations on their Virtual Machines:

- e-mail messages are 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 invalid source address (IP source address) are coming from the Virtual Machine;
- Domain Name Service (DNS) packets with intentionally distorted data are coming from the Virtual Machine;
- malware is present on the Virtual Machine;
- programs specifically designed for unauthorized access to information are present and/or running on the Virtual Machine.

5.2. The Contractor has the right to automatically filter traffic to block sending traffic with fake (not assigned to the Virtual Machine) IP and MAC addresses.

## 6. 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/>.