

SLA (SERVICE LEVEL AGREEMENT)

1. TERMS AND DEFINITIONS

Request (Application)

This is an inquiry from the User to the Provider, submitted via the User Dashboard, concerning the provision of Services, changes to their parameters, as well as cases of reduced quality or unavailability of the Service.

Response Time

This is the period, calculated in calendar hours, that passes from the moment the Request is registered to the actual start of work by the Provider. The start of work is considered to be an entry made in the Request by the Provider's representative about the commencement of execution.

Control Panel

This is a software tool with a user interface designed for configuring and managing a system, services, or various services.

Rights Holder

This is a person who has legal rights to the software and has the ability to dispose of it at their own discretion.

2. GENERAL TERMS OF SERVICE PROVISION

2.1. The User is provided with hosting services, as well as other Services available in the Provider's User Dashboard.

2.1.1. Each Service provided to the User includes a simple non-exclusive license to use the Software Product, which provides the technical capability to render the Service and also manages the Service.

2.2. If technically feasible, Services may be provided using equipment located in the territory of a foreign state. Additional conditions for such provision of services are described on the Provider's Website. It is prohibited to use the Services for the purpose of breaching the legislation of the Republic of Kazakhstan.

3. GUARANTEES AND COMPENSATIONS

Infrastructure Availability	24 hours a day, 7 days a week, 365 days a year), except for the period of scheduled preventive or repair work. For leap years – according to the 24x7x366 scheme (24 hours a day, 7 days a week, 366 days a year).
Service Availability	99.90% per month.
Calculation of Unavailability Period	The unavailability period begins to be calculated from the moment the User registers the corresponding Request. The duration of the Service unavailability period is rounded up to the nearest whole number of minutes. If the Service unavailability period falls on midnight between the end and beginning of a month, then the Service unavailability period is fully attributed to the month in which the greater part of the Service unavailability period fell.
Preventive Maintenance	The Provider has the right, after prior notification of the User, to carry out preventive maintenance work. The time of preventive maintenance work cannot exceed 100 (One hundred) minutes per calendar month.
Compensation	A) Compensation for violation of the quality of Service provision is made exclusively if the Provider's fault is proven. The amount of compensation is calculated proportionally to the share of the subscription fee for the downtime period. The amount of compensation is limited to 100% of accruals

	for the Service for the calendar month in which the violation of the quality of Service provision occurred. Compensation is provided by crediting the calculated amount to the User's Personal Account. B) Compensation for violation of the quality of Service provision is provided in the month following the month in which the violation of the quality of Service provision occurred, provided there is a Request from the User requesting such compensation.
	Periods of Service unavailability during the test period of using the Service;

4. SPECIAL TERMS OF SERVICE PROVISION

4.1. Virtual Dedicated Server (VDS)

4.1.1. The Service represents computing resources on the Provider's side, used by only one User, and completely isolated from the servers of other Users.

4.1.2. Unless otherwise specified, the KVM (Kernel-based Virtual Machine) virtualization environment is used to organize the service in a Linux environment on the x86 platform.

4.1.3. The Service includes the following Consumer Characteristics: virtualization tools; fixed or dynamic amount of computing resources; permanent connection to the Internet; 1 (One) IP address;

4.1.4. The Service is provided on a prepayment basis.

4.1.5. The minimum period for which the Service can be ordered is 1 calendar month.

4.1.6. The billing period for the Service is 1 day.

4.1.7. The duration of the Service suspension period is 7 calendar days.

4.1.8. The Service is intended for:

4.1.8.1. placement (hosting) of both low-load and high-load computations and services;

4.1.8.2. placement of "Internet of Things" applications and processing of their data;

4.1.8.3. ensuring the functioning of various services and services, including but not limited to: application servers, web servers, electronic communication servers, network service servers, DBMS servers, data storage, and other services;

4.1.8.4. solving other computational tasks and data storage tasks.

4.2. Virtual Dedicated Server (VDS) with GPU

4.2.1. The server represents computing resources on the Provider's side, used by only one User and completely isolated from the servers of other Users. The server is designed to solve problems requiring intensive parallel computing, including machine learning, artificial intelligence, scientific modeling, graphics rendering, and high-performance computing; ensuring the functioning of services using resource-intensive graphics computing; solving other computational tasks and data storage tasks.

4.2.2. To organize the server, the KVM (Kernel-based Virtual Machine) virtualization environment is used in a Linux environment on the x86 platform.

4.2.3. To provide graphics computing, a pre-configured virtual graphics processor (GPU) capacity is connected to the server.

4.2.4. The Service is provided if technically feasible.

4.2.5. Service availability is guaranteed at a level of at least 99.0% during a calendar day.

4.2.6. The server includes the following consumer characteristics: virtualization tools; fixed or dynamic amount of computing resources; permanent connection to the Internet; 1 (one) IP address.

4.2.7. The Service is provided on a prepayment basis.

4.2.8. The provision of the Service and its billing begins from the moment the Provider notifies the User of the Service connection and receipt of payment from the User.

4.2.9. The minimum period of Service provision is 1 calendar day.

- 4.2.10. The billing period for the Service is 1 day.
- 4.2.11. When ordering the Service for a minimum period, its provision ends exactly after 1 calendar day. Data stored on the server after the termination of Service provision is kept for 7 calendar days, after which it is deleted. To reactivate the server and gain access to the data, the User pays the cost of the server for the downtime days at the basic rate (excluding the cost of the graphics processor).
- 4.2.12. When the User connects additional services to the server, their provision period equals the provision period of the main Service.
- 4.2.13. The User is obliged to use the Service in accordance with its intended purpose and not to take actions that could lead to damage to the graphics processor.
- 4.2.14. The User is prohibited from overclocking the server's hardware resources, including the graphics processor, in particular changing voltages, frequencies, and other GPU operating parameters beyond the standard modes established by the manufacturer.
- 4.2.15. In case of violation of these prohibitions, the User is obliged to reimburse the Provider the full cost of the equipment that failed or had its service life significantly reduced as a result of such actions, as well as compensate for all losses associated with equipment downtime.

4.3. Dedicated Server

- 4.3.1. The Service is a separate physical server connected to the Internet, with an OS installed on it at the User's choice.
- 4.3.2. The server is isolated from other Users and fully allocated to the User, including computing resources and data storage space.
- 4.3.3. The Service includes the following Consumer Characteristics: virtualization tools; fixed amount of computing resources; fixed amount of data storage; permanent connection to the Internet; 1 (One) IP address.
- 4.3.4. The Service is provided on a prepayment basis.
- 4.3.5. Access to the Service is provided within 24 (Twenty-four) hours from the moment of ordering and payment for the Service.
- 4.3.6. The provision of the Service and its billing begins from the moment the User is granted access to the Service.
- 4.3.7. The minimum period for which the Service can be ordered is 1 calendar month.
- 4.3.8. The duration of the Service suspension period is 3 calendar days.
- 4.3.9. The billing period for the Service is 1 calendar month.
- 4.3.10. The Service can be used for:
- 4.3.10.1. provision of Services (including intellectual) of a cloud provider;
 - 4.3.10.2. placement of both low-load and high-load computations and services;
 - 4.3.10.3. placement of applications and data processing (including work with big data and artificial intelligence) coming from Internet of Things devices and/or applications;
 - 4.3.10.4. ensuring the functioning of auxiliary services for applications, devices (including the "Internet of Things"), as well as for other auxiliary services (application servers, web servers, electronic communication servers, network service servers, DBMS servers, data storage, etc.);
 - 4.3.10.5. solving other computational tasks and data storage tasks.
- 4.3.11. The configuration of the provided server, the type and version of the operating system installed on the server, and other technical characteristics of the server are determined by the User when ordering the Service.
- 4.3.12. The Provider has the right to provide the User with equipment with characteristics that are better than those specified by the User in the Service order.
- 4.3.13. In the event of failure of the equipment on which the Service operates, replacement is carried out on the basis of a Request, within 24 (Twenty-four) hours, without additional payment. If additional configuration of the replaced equipment is necessary, said configuration is carried out by agreement and may require an additional fee.

4.4. Corporate Email

- 4.4.1. The Service is provided based on the Microsoft Exchange software solution.
- 4.4.2. The Service includes: secure email; connection of one or more domain names; scalable mailboxes from 2 GB and above; support for clients operating via POP3 and IMAP protocols; web interface for working with mail; access to address books, calendars, meeting scheduling tools, tasks, and notes.
- 4.4.3. The Provider updates and administers all components of the Service, as well as monitors its availability.
- 4.4.4. The User manages the content of the Service through the Control Panel.
- 4.4.5. To activate the Service, the User places an order in the User Dashboard, specifying the number of mailboxes, their size, and other technical characteristics.
- 4.4.6. Based on the order, the Provider connects the Service and provides access to the Control Panel.
- 4.4.7. Provision and billing of the Service begins from the moment it is activated by the Provider.
- 4.4.8. Payment is made on a prepayment basis.
- 4.4.9. The minimum period of Service provision is 1 calendar month.
- 4.4.10. The billing period is 1 calendar month.
- 4.4.11. The maximum duration of Service suspension is 5 calendar days.

4.5. Domain Name Registration

- 4.5.1. The Service provides software emulation of connecting a physical USB key to the User's server.
- 4.5.2. To order the Service, the User specifies the necessary technical data in the User Dashboard and guarantees its accuracy.
- 4.5.3. Connection is performed by the Provider within 24 hours after placing a correct request and debiting funds.
- 4.5.4. Payment is made on a prepayment basis.
- 4.5.5. The minimum period for ordering the Service is 1 calendar year.
- 4.5.6. The billing period is 1 calendar year.
- 4.5.7. The maximum duration of Service suspension is 30 calendar days.
- 4.5.8. Before ordering, the User is obliged to familiarize themselves with: the rules for registration and use of domain names in the relevant zones;
- 4.4.7.2. the "Registrants' Rights and Responsibilities Charter"
(<https://www.icann.org/resources/pages/responsibilities-2014-03-14-en>).
- 4.4.8. The User is informed that in a number of domain zones, registration data is published and hiding it is only possible for an additional fee.
- 4.4.9. The User agrees that the Registrar has the right to directly contact them or an authorized person to confirm contact details or renew the registration.
- 4.4.10. Responsibility for renewing or refusing to renew domain names lies entirely with the User.
- 4.4.11. When registering, renewing, or transferring a domain, the Provider has the right to independently determine the registrar and transfer domain name support between registrars.

4.6. USB Key Emulation

- 4.6.1. The Service provides software emulation of connecting a physical USB key to the User's server.
- 4.6.2. Connection procedure:
 - 4.2.2.1. The User places an order in the User Dashboard, specifying the server IP address, credentials, and other technical information.
 - 4.2.2.2. The User pays for the Service.
 - 4.2.2.3. The User coordinates with the Provider the time and place of transfer of the physical USB key.
 - 4.2.2.4. Within 24 hours of receiving the device, the Provider performs the connection (installation and configuration of the USB key on its equipment).
 - 4.2.2.5. The Provider notifies the User of the completion of the connection.

- 4.6.3. The start of provision and billing of the Service occur after notification of connection.
- 4.6.4. Payment is made on a prepayment basis.
- 4.6.5. The minimum period for ordering the Service is 1 calendar month.
- 4.6.6. The maximum duration of suspension is 7 calendar days.
- 4.6.7. The billing period is 1 calendar month.

4.7. SSL Certificate for Server

- 4.7.1. To apply, the User orders the Service in the User Dashboard and provides the necessary data. The User guarantees the accuracy of the information and undertakes to maintain the functionality of the email accounts specified in the order.
- 4.7.2. Payment is made on a prepayment basis.
- 4.7.3. The Service is considered ordered after being completed in the User Dashboard. The start of provision and billing occur from the moment of payment. Completion of provision is confirmed by the status change in the User Dashboard to "Issued".
- 4.7.4. The minimum period of provision is determined by the parameters of the selected SSL certificate.
- 4.7.5. The billing period also depends on the parameters of the certificate.
- 4.7.6. Depending on the type of certificate, the User may be required to confirm additional information (scanned copies of documents, links to business directories, translation of data into English, confirmation of domain ownership, etc.).
- 4.7.7. Processing may take up to 30 calendar days from the moment of ordering and providing all necessary information. The period may be extended if additional confirmation or clarification of data is required.
- 4.7.8. The Provider is not responsible for the refusal of the certification authority to issue, renew, or reissue the certificate.
- 4.7.9. In the event of early termination of the SSL certificate at the initiative of the certification authority, funds are not returned.
- 4.7.10. The finished certificate is sent to the User by email specified in the order. The Service is considered fulfilled from the moment the email is sent.

4.8. Virtual Network (VLAN)

- 4.8.1. To order the Service, the User specifies in the User Dashboard the servers between which a VLAN needs to be created, as well as additional technical parameters.
- 4.8.2. Connection is possible if the User has at least two active servers.
- 4.8.3. The service is provided for dedicated or individual servers.
- 4.8.4. The Provider activates the Service within two business days after debiting payment from the User's personal account.
- 4.8.5. The start of provision and billing occur from the moment the Service is activated.
- 4.8.6. Payment is made on a prepayment basis.
- 4.8.7. The minimum period of use is 1 calendar month.
- 4.8.8. The billing period is 1 calendar month.
- 4.8.9. Suspension of the Service is allowed for up to 14 calendar days.

4.9. BGP Routing Service

- 4.9.1. To order the Service, the User specifies in the User Dashboard the IP networks to be announced and additional technical data.
- 4.9.2. Connection is available for networks of size /24 (256 addresses) and larger.
- 4.9.3. The Service is provided for dedicated or specialized computing environments.
- 4.9.4. The Provider performs the connection within three business days after payment.
- 4.9.5. The Service is considered rendered and billed from the moment of activation by the Provider.
- 4.9.6. Payment is made on a prepayment basis

- 4.9.7. The minimum order period is 1 calendar month.
- 4.9.8. The billing period is 1 calendar month.
- 4.9.9. Suspension is allowed for up to 14 calendar days.

4.10. Remote KVM Access

- 4.10.1. To place an order, the User specifies in the User Dashboard the computing environment for which access is required, the date and time of the start and end of the connection, as well as the necessary technical parameters.
- 4.10.2. Access service only for virtual servers.
- 4.10.3. Connection is performed by the Provider within two hours after placing the order.
- 4.10.4. The Service is activated immediately after connection. The User notifies the Provider of the completion of use, after which access is disabled.
- 4.10.5. The first two hours are provided free of charge; each subsequent hour is charged at 200 rubles.
- 4.10.6. The minimum order period is 2 hours.
- 4.10.7. The billing period is 1 hour.

4.11. DDoS Traffic Filtering

- 4.11.1. The service protects the User's server by filtering incoming traffic, which helps reduce the load on attacked resources and block malicious requests.
- 4.11.2. Filtration effectiveness up to 98% for attacks such as UDP Flood, ICMP Flood, SYN-Flood (including IP spoofing), HTTP Flood.
- 4.11.3. Effectiveness up to 90% for other attacks of layers 3–4 of the OSI model.
- 4.11.4. The probability of mistakenly blocking a legitimate user is no more than 2%.
- 4.11.5. To order, the User specifies an active computing environment and technical data in the User Dashboard.
- 4.11.6. Connection is made within 24 hours after payment.
- 4.11.7. Upon activation, the environment's IP address is changed to a new one from a protected range.
- 4.11.8. The first connection to a specific environment is provided free of charge; subsequent connections and disconnections are paid separately.
- 4.11.9. The service is billed from the moment of activation.
- 4.11.10. Payment terms:
 - 4.10.7.1. subscription fee (prepayment);
 - 4.10.7.2. "pay-as-you-go" fee when the specified limits on incoming traffic are exceeded.
- 4.11.11. The minimum order period is 1 calendar month.
- 4.11.12. The billing period coincides with the period of the computing environment.
- 4.11.13. Suspension coincides with the server suspension period. The service operates at levels 2, 3, 4, and 7 of OSI. Protection for levels 2–4 is enabled automatically; for level 7 (domain protection), specifying the domain name in the Control Panel is required.
- 4.11.14. Billing is based on the volume of cleaned traffic.
- 4.11.15. When connecting and disconnecting, changing the IP address to an address from a protected or regular range is mandatory.

4.12. Cloud Object Storage:

- 4.12.1. The Service allows storing and retrieving data from various sources (websites, mobile applications, corporate systems, etc.).
- 4.12.2. Provided if technically feasible.
- 4.12.3. Provision and billing begin from the moment of activation after payment.
- 4.12.4. The Provider has the right to establish a minimum period of use, indicated at the time of ordering.
- 4.12.5. Suspension is allowed for up to 7 days.

- 4.12.6. Access is via the User Dashboard, http/https protocols, or an API compatible with Amazon S3.
- 4.12.7. The User independently manages operation, backup, and software configuration.
- 4.12.8. The cost is indicated in the User Dashboard when ordering.

4.13. Automated Backup

- 4.13.1. Billing and activation occur automatically after payment.
- 4.13.2. Connection is made by the User independently through the User Dashboard.
- 4.13.3. The service is not available for servers with Windows and FreeBSD OS.
- 4.13.4. Payment is made on a prepayment basis.
- 4.13.5. The minimum order period is 1 calendar month.
- 4.13.6. The billing period coincides with the server's period.
- 4.13.7. Suspension coincides with the server's suspension.
- 4.13.8. In case of a backup error, the User receives a notification and must contact technical support.
- 4.13.9. Storage capacity:
 - 4.11.9.1. for virtual servers – fixed;
 - 4.11.9.2. for dedicated servers – 300 GB, excess is paid additionally.

4.14. External Disk for Backups

- 4.14.1. The User orders the required amount of space in the User Dashboard. Connection and billing occur automatically after payment.
- 4.14.2. The service is provided on a prepayment basis.
- 4.14.3. Minimum order period:
 - For virtual servers – 1 month
 - For dedicated servers – 1 month.
- 4.14.4. Billing period:
 - For virtual servers – 1 day;
 - For dedicated servers – 1 month.
- 4.14.5. Suspension is allowed for up to 21 days.
- 4.14.6. The User independently configures backup and restoration.
- 4.14.7. The Provider does not perform configuration and does not notify about the status of data.

4.15. Cloud Backup

- 4.15.1. The Service is provided on a pay-as-you-go basis.
- 4.15.2. Unless otherwise agreed, the cost is determined by the maximum volume of storage used during the month.
- 4.15.3. Provision and billing begin from the moment of activation in the User Dashboard.
- 4.15.4. The minimum order period is 1 month.
- 4.15.5. The billing period is 1 month, consumption is recorded on the 1st day of each month.
- 4.15.6. Suspension is allowed for 7 days.
- 4.15.7. The User independently installs the necessary software for backup.
- 4.15.8. Management is carried out through the Control Panel.

4.16. Connection to Third-Party Software Server

- 4.16.1. At the User's Request and if technically feasible, Consumer Characteristics may be included in the server that ensure the connection, functioning, and management of third-party software. Before starting to use the specified software, the User is obliged to accept the terms of the license agreements of the relevant Rights Holders.
- 4.16.2. The Service is provided on a prepayment basis.
- 4.16.3. The provision of the Service and its billing begins from the moment the User pays for the Service.

Activation of the service is performed automatically after payment.

4.16.4. The minimum period for which the Service can be ordered is 1 calendar month, unless otherwise specified in the terms of provision of the third-party software selected by the User.

4.16.5. The billing period for the Service is 1 calendar month, unless otherwise specified in the terms of provision of the third-party software selected by the User.

4.16.6. The duration of the Service suspension period equals the duration of the suspension of the Service of the server on which this third-party software is installed.

4.16.7. The User confirms and agrees that:

4.16.7.1. neither the Rights Holder nor its affiliates are liable or compensate for losses caused by the use of the Service;

4.16.7.2. the computer programs are not fault-tolerant;

4.16.7.3. the computer programs are not intended for use in situations where a failure of the computer program could lead to death or serious bodily injury to any person or cause serious physical harm or environmental harm.

4.16.8. The User consents to the disclosure of information about their name and details (for legal entities) or personal data (for individuals) to the Rights Holder and/or its affiliates.

4.16.9. The Rights Holder and its affiliates do not provide technical support regarding the provision of the Service.

4.16.10. The binding of each Service to the resources used by the User is determined by the licensing terms of the specific software. The number of Services required to be ordered is determined by the characteristics of the servers used by the User, the number of software users, and other conditions determined by the Rights Holder.

4.16.11. The Provider has the right, solely for the purpose of monitoring the User's compliance with license agreements for the software provided by the Provider, to access the User's Server. The User is prohibited from hindering or blocking the specified access of the Provider, including (but not limited to): disabling or changing the Provider's accounts, passwords, access rights, SSH keys of accounts; disabling and/or changing the operating (startup) parameters of the software installed by the Provider. To exercise this right, the Provider may use software at its discretion to automate processes;

4.16.12. Unless otherwise specified in the license agreement for specific software, the User is prohibited from:

4.16.12.1. sublicensing or otherwise granting the right to use the software;

4.16.12.2. copying the software and providing its copies to other persons;

4.16.12.3. processing, decompiling, disassembling, performing any actions aimed at restoring (extracting) the source code, uncovering the technology, modifying the software;

4.16.12.4. changing the structure of the software and/or its components (except in cases where such actions are expressly permitted by the software's functionality);

4.16.12.5. removing any intellectual property protection marks, means of individualization;

4.16.12.6. blocking or modifying the operation of technical means of copyright protection;

4.16.12.7. modifying or creating any derivative works based on the software or any element thereof (including the audiovisual sequence and source code), except as provided by the functionality;

4.16.12.8. separating the software into component parts;

4.16.12.9. otherwise using the software not for its intended purpose or in violation of current legislation and the scope of granted rights.

5. TERMS OF PROVISION OF TECHNICAL SUPPORT AND SERVER MAINTENANCE SERVICES

5.1. Technical Support

5.1.1 The Provider provides technical advice on issues related to the provision of Services through communication (correspondence) with the Customer in electronic form in the Provider's System.

5.2.1 The technical support service includes advice on the following issues: turning on, turning off,

restarting the server, reinstalling the OS, initial configuration and installation of software.

5.3.1 Services beyond those specified in clause 4.1.2 may be performed if technically feasible, after prior coordination with the Provider's specialists in electronic form in the Provider's System. These services may be provided for an additional fee. The terms of this Agreement do not apply to the speed and quality of the specified work.

5.4.1 The technical support service does not include advice on programming issues, "web design"; training the Customer or their representatives in Internet skills.

5.5.1 The Provider undertakes to accept a technical request and notify the Customer about it within 3 (three) hours through the Provider's System.

5.2. Information Support

5.2.1 Information support implies obtaining reference information about the provided Services, tariff plans, and rules for processing Customer requests.

5.2.2 Information support is provided during working hours upon a request created in the Provider's System.

6. LIMITATION OF PROVIDER'S LIABILITY

6.1. The Provider does not guarantee absolute uninterrupted or error-free operation of the Services, nor that the software and/or hardware, as well as any other means used to provide the Services, are absolutely protected from failures, computer viruses, vulnerabilities, and other factors affecting the operability of the Services.

6.2. The Provider does not create, modify, or otherwise control the content of the User's Content, is not responsible for the accuracy, quality, and content of such Content, is not the initiator of information transmission, does not select the recipient, does not affect the integrity and/or content of the transmitted information.

6.3. In all cases, unless otherwise expressly stated in this Agreement, the Provider is liable solely for documented actual damage caused to the User as a result of the Provider's actions/inactions. However, the Provider's liability under this Agreement (including but not limited to compensation for actual damage, penalties, fines, etc.) shall be limited to an amount not exceeding the cost of the Services in the month in respect of which liability is claimed.

6.4. The Provider is not responsible for:

6.4.1. the quality and operability of Internet elements, connection to the Internet, functioning of objects belonging to third parties, functioning of the User's equipment and software;

6.4.2. lost profits and any indirect losses (loss of income, profit, expected savings, business activity or reputation) caused to the User as a result of using or inability to use the Services, including due to errors, omissions, interruptions in operation, file deletion, defects, delays in operation or data transmission, or changes in functions and other reasons;

6.4.3. any consequences, including losses, that may arise for the User due to unauthorized use, disclosure, compromise of the User's Account data;

6.4.4. any actions of the User when using the Services that led to their complete or partial inoperability during the period of provision of basic technical support services and/or after their completion, as well as for the consequences of actions taken by the User based on recommendations issued by the Provider during the provision of basic technical support services;

6.4.5. attempts and/or consequences of unauthorized access by third parties to data, network attacks on objects used by the User through the Services;

6.4.6. any actions or inactions of third parties;

6.4.7. any information, goods, or services received by the User via the Internet.