



# Service Level Agreement (SLA)

## 1. Subject of the Agreement

This Service Level Agreement is an integral part of the Service Agreement (hereinafter referred to as "Agreement" and "SLA", respectively).

This agreement defines the procedures and conditions to ensure to the Client specified level of service availability indicators according to the chosen tariff plan.

Service levels are assigned to the Client and apply for all services within one account.

## 2. Terms and definitions

**Incident** is any unforeseen event that causes or can cause an interruption in the provision or decline in the quality of services.

**Hours of processing applications** - the time interval in which the Provider performs maintenance work according to the applications of the Client. Processing of applications is carried out by the Provider during working hours, unless otherwise specified by this agreement.

**Reaction time** is the time from the registration of the application to the receipt of confirmation by the user that his application has been accepted to work.

**Notification Time** - the time interval between the written successive reports on the current status of the application execution by the Provider's specialists.

**Incident resolution time** - the time between the moment of registration of the application by the Provider and the moment of sending a response to the request for resolution of the incident by the Provider.

**The main service** is the leasing of computing power (dedicated server, IaaS, DRaaS), as well as colocation and BaaS.

**Scheduled works** are a set of preventive works to maintain a healthy condition of the equipment, network, engineering systems and infrastructure of the Provider. They are carried out by the Provider and its counterparties.

**Urgent works** are a complex of unscheduled operations that are required to be performed promptly to eliminate or prevent various emergencies and malfunctions of the equipment, network, engineering systems and the Provider's infrastructure. They are carried out by the Provider and its counterparties.

**Working hours** - weekdays (Monday, Tuesday, Wednesday, Thursday, Friday, except for official holidays according to the legislation of the Federal Republic of Germany) from 8:00 to 20:00 UTC +1 (Berlin, Germany).

**Non-working hours** - weekdays (Monday, Tuesday, Wednesday, Thursday, Friday) from 20:00 to 8:00 UTC +1 (Berlin, Germany), weekends (Saturday and Sunday) and holidays (according to the laws of Germany) from 0:00 to 0 : 00 UTC +1 (Berlin, Germany).

DE +49 (6172) 981 99 67

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**COLOBRIDGE**

Kleyerstrasse 75 - 87  
60326 Frankfurt am Main, Germany



**Reporting period** - calendar month.

**Replacement equipment** - server which, if necessary, provided to the Client at the time of the incident resolution.

### 3. Boundaries of Responsibility

The Service Level Agreement does not include the administration and technical support of the services provided to the Client. Administration and technical support of services is performed as part of the "Administration" service. Compensation applies only to the basic services provided to the Client.

### 4. Service Level Indicators

Rendering of the service starts from the moment of its connection by the Provider.

The Provider provides the Client with services that are not less than the indicator specified in this agreement, according to the selected tariff.

Service availability is measured as a percentage of the service availability time to the total service delivery time during the Reporting period, except for the cases listed in section 6 of this Agreement.

The agreement regulates the quality and time parameters indicated in Table 1.

Characteristics	Basic	Premium	Individual
Availability	99.5	99.9	By agreement
Reaction time for applications	2 hours	30 minutes	
Progress Alert Time	4 hours	1 hour	
Time of replacement equipment	8 hours	3 hours	
The allotted time for the processing of scheduled work by technicians in DC during off-hours <sup>1</sup>	-	2 hours	
Incident handling time	24 * 7	24 * 7	
Processing time for support requests	8-20 Working hours 12/5 UTC +1 (Berlin)	24 * 7	
Maximum compensation amount	50% of the monthly cost of unavailable service	100% of the monthly cost of unavailable service	

Table 1. Service levels (SLA)

Unless otherwise agreed by the Parties, the Client shall be provided with the service according to the Basic tariff by default.

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<sup>1</sup> Expansion of the specified time is possible only within "Administration" tariff plans.

## 5. Warranties and compensations

If the inaccessibility of the Services is caused by reasons not specified in Section 6 of this Agreement, the Client shall be compensated.

Compensation for the unavailability of the Services in the relevant reporting period is provided to the Client solely in the form of a deduction of the amount of compensation from the cost of providing the Services for the next Reporting Period.

Compensation is calculated for a specific unavailable service, based on the time of service unavailability during the reporting period. Table 2.

Service unavailability time	Amount of compensation <b>Basic</b> (% of the monthly cost of services)	Amount of compensation <b>Premium</b> (% of the monthly cost of services)
from 44 minutes to 1 hour 30 minutes	-	10%
From 1 hour 31 minutes to 3 hours	-	25%
From 3 hours 1 minute to 10 hours	10%	50%
From 10 hours 1 minute to 23 hours 59 minutes	25%	70%
From 24 hours	50%	100%

Table 2. Amount of compensation

The Parties agreed to understand the "beginning of the period of inaccessibility of the Services" as the time of receipt of the application from the Client, which indicates the inaccessibility of the Services.

The service is considered unavailable from the moment of receipt of the request for inaccessibility from the Client and until the Provider sends a response about the restoration of availability. Notification of unavailability comes from the Client by contacting the Provider's technical support service and by registration an application through a personal account.

In order to receive compensation, the Client shall send the application to the technical support service of the Provider within 14 (fourteen) calendar days from the moment of the service disruption, in which he shall indicate the period of inaccessibility of the Services, as well as the desire to receive compensation. In the subject of the application "Compensation SLA" should be indicated.

Within 14 (fourteen) calendar days from the date of receipt of the above application, the Provider agrees to provide a response to the application, which will specify conditions for providing the Client with compensation for the unavailability of the Services or a reasoned refusal to provide it. The amounts of compensation to the Client are shown in Table 2 of this agreement.

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## 6. Limitation of guarantees

The above guarantees are not provided if the inaccessibility of the service was directly or indirectly caused by:

- 1) violation of the functioning of telecommunications networks and equipment of third parties;
- 2) network attack or unauthorized access of third parties to the Provider's equipment;
- 3) failure of software developed by third parties;
- 4) circumstances of force majeure;
- 5) failure of software that is owned or leased by the Client;
- 6) failures of hardware, which is the property of the Client;
- 7) failures of the DNS system, which are beyond the direct control of the Provider, as well as delays in the distribution of DNS information;
- 8) actions of the Client himself or his authorized persons;
- 9) urgent or scheduled maintenance works performed by the Provider.

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