SERVICE LEVEL AGREEMENT

This Service Level Agreement (hereinafter - "SLA") describes the regulations of Cloud Services provision by JSC CROC incorporated (hereinafter - "the Contractor") to the Customer under the applicable Cloud Agreement. The Contractor reserves the right to modify this SLA and shall publish any modified terms on www.cloud.croc.ru website at least 30 (thirty) calendar days prior to the effective date of such modification(s).

1.   DEFINITIONS

Availability Calculation Period: The 365-day period preceding the Penalty claim.

Unavailability Quantum: A percentage value equal to 5 minutes which is divided by the Availability Calculation Period and expressed in minutes. The Unavailability Quantum shall accrue per each full 5 minutes of Service Unavailability during the current Availability Calculation Period.

Service Availability: The value of 100% minus accrued Unavailability Quantum(s). Service Availability shall be calculated individually for each Availability Zone. When calculating Service Availability, Unavailability Quantum(s) which have already been used to receive a Penalty shall be ignored. If the Customer has not used Services during any part of the Availability Calculation Period, then the Unavailability Quantum(s) shall not accrue for this period. In addition, the Unavailability Quantum(s) may not accrue during Exception periods specified in the SLA.

Service Unavailability: When all virtual machines created (and not deleted) by the Customer in Cloud are unavailable from outside the Cloud and it is technically impossible to launch other virtual machines in place of unavailable ones.

Availability Zone: The Contractor's hardware and software suite which can be used for the provision of Cloud services without using any additional software or hardware.

Penalty: The amount of money due to the Customer in the event of a SLA violation by the Contractor.

2.   SERVICE LEVEL

The Contractor shall make all reasonable efforts to provide at least 99.9% Service Availability.

If Service Availability falls below 99.9% then the Customer is entitled to receive a Penalty from the Contractor of 3.3% of the total cost of Services provided to the Customer during 90 calendar days prior to the date of the latest Service Unavailability event. The maximum amount of penalty cannot exceed the total cost of Services provided to the Customer during 90 calendar days prior to the date of the latest Service Unavailability event. In order to receive the Penalty, the Customer does not have to wait until the end of the 365-day period from the start date of Service(s) use or from the receipt of the latest Penalty. The Customer may demand the Penalty each time Service Availability falls below 99.9%.

Such a Penalty is not payable to the Customer but is applied to the Customer's balance and may only be used to pay for the Services.

To receive the Penalty, the Customer must email to dc_support@croc.ru within 90 (ninety) calendar days from the latest Service Unavailability event. The e-mail must contain the following information:

1)   In e-mail subject [field]: Customer's account name.

2)   In e-mail body: date and time of each Service Unavailability event for which Unavailability Quantum(s) may accrue; and numbers of all virtual machines which should have been operating during the said Service Unavailability event(s).

3)   In e-mail attachment: log files confirming attempts to access each virtual machine during the specified Service Unavailability event(s).

If at least one of the above requirements is not met, or if the provided information differs from the Contractor's information, then the Contractor reserves the right to refuse to issue the Penalty.

Exceptions which may affect issuing of the Penalty:

1) External factors beyond reasonable control, force majeure circumstances, and Internet channel services outside the Cloud network perimeter;

2) An act or omission by the Customer or a third party which may cause Service Unavailability;

3) Service Unavailability related to the hardware, software, or technology used by the Customer or by a third party;

4) Service Unavailability related to the termination of Cloud Services provision as described in the Cloud Agreement;

5) Other factors which the Contractor could not reasonably prevent.