

# **Declaration on conditions and standards for provision of rental service for dedicated servers on the Internet**

## **I – Fundamental points of the Declaration**

Standard declaration on services and standards includes the following:

- guaranteed availability of the server on the Internet constantly 24 hours a day, 7 days a week;
- response in the shortest possible time since the failure of hardware;
- reduction of charges in case of hardware failure or network error as set forth by this Declaration;
- fast response to an offer request.

## **II – Network Guarantee**

Provider by default guarantees that the network infrastructure in Provider's NOC, as well as Provider's connection to the Internet, shall be available 99.9% (optionally for higher SLA level – 99.99%) of time during month, not including planned maintenance works. If any of the websites hosted on the server rented by the Customer becomes unavailable on the Internet (situation when server cannot receive requests from the Internet and send information to the Internet, not including the problems caused by the software configuration of the server), with the exception of planned (and scheduled) time for service maintenance or recovery, Provider shall approve discount for the provided services in the appropriate amount for the period of unavailability during the month which is longer than 43 minutes (99.9% of time on monthly basis). The network shall be considered functional even when one or more network services or software hosted on server rented by the Customer are not working properly, or in situation when the quality of service is degraded due to a large-scale package loss or similar reasons which may relate to the current condition of the Internet in general.

## **III – Limited Liability of Provider**

When providing rental services for dedicated servers on the Internet, Provider shall not be responsible for the congestion, delays or errors in operation of parts of the Internet which the Provider cannot control, errors caused by the force majeure, as well as software problems.

## **IV – Responsibility of the system failure and network disconnection**

When providing rental services for dedicated servers on the Internet, Provider shall not be responsible for disconnection of the server with the Internet if such disconnection is caused by the maintenance works on the network or hub infrastructure of the Provider and if the Customer has been notified about it 7 days before the maintenance works and if such disconnection is not longer than 24 consecutive hours.

When possible, planned maintenance works shall be performed in the period of the lowest traffic.

## V – Hardware Guarantee

If the rented server has some hardware problems (e.g. failure of hard disc, memory, processor, power, etc.) Provider shall replace the defective component or the entire server within 4 hours without any additional charges. Provider shall replace the defective component, but shall not be responsible for any loss of data caused by such hardware failure. If the Provider doesn't repair the defect within 4 hours, Provider shall approve a discount for the provided services for each succeeding hour for damages suffered.

## VI – Reduction of charges

Provider guarantees that 99.9% of time during month, not including planned works, network infrastructure, as well as the connection between Provider and the Internet shall be functional. If the availability is lower than 99.9% of time, with the exception of planned maintenance, EUnet shall approve discounts for dedicated servers for the periods of unavailability in the appropriate amount:

Monthly availability	Discount
Above 99,9%	No discount
Between 99,9% and 99,8%	5%
Between 99,8% and 99,5%	15%
Between 99,5% and 99%	25%
Between 99% and 90%	35%
Below 90%	50%

If dedicated server becomes unavailable, Provider shall not be responsible for loss of data caused by the hardware failure, unless the Provider had previously assumed responsibility for the data backup copies. If the hardware guarantees are not met, Provider shall approve discount for the period of unavailability according to the table shown above.

Each discount shall be clearly stated on the invoice. Discounts are approved for the period of time when the availability is below guaranteed, and shall be counted from the moment the Customer or Provider's monitoring system detects and reports the error in service operations, until the moment such error is repaired and the server functions normally.

Discount is applied to customer's request sent to EUnet within 30 days from the moment the problem occurs, and which is verified by EUnet.

Discounts shall not be approved when the quality of service is degraded because of the large-scale losses of IP packages or similar reasons which may relate to current condition of the Internet in general.

## **VII – Monitoring**

Provider's network is constantly being monitored. Provider's technical support receives automated notification about each potential problem, takes action and in normal circumstances resolves all technical problems before they affect the operation of rented server. Customer can also report any problems in the operation of rented server.

## **VIII – Fast response guarantee**

Provider's sales department shall respond to all officially submitted requests for offer within one business day, Monday through Friday from 8:30 to 16:30, i.e. on the first business day for the requests submitted on the weekends and holidays.