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Effective date: 17 May 2017

Service Agreement

Attention! Before using the Flops.ru service get acquainted with the conditions of the “Service Agreement” to the full extent. Use of the Flops.ru service shall be possible only according to the Agreement conditions. If you do not accept the Agreement conditions to the full extent, don’t use the Flops.ru service.

The below mentioned Agreement text shall NOT be an official public offer of Ionica LLC to conclude the Service Agreement according to the conditions determined in the document addressed to individuals and legal entities. The following Terms and Conditions below are made only for a convenience. Please refer to a Russian version of this EULA if you want to determine strict legal terms.

The Agreement shall be considered as concluded and shall become effective as an adhesion contract from the date the actions provided by Paragraph 15.2 of this Agreement which mean full and unconditional acceptance of all conditions of the Agreement by you without any exceptions and/or limitations being done.

1. GENERAL PROVISIONS

- 1.1. This document, the “Service Agreement”, shall determine the use conditions of the services of Ionica LLC when using the <https://flops.ru/> service and according to Article 437 of the Civil Code of Russian Federation shall be an official written public offer of Ionica Limited Liability Company (hereinafter referred to as the Executor) on rendering the services (hereinafter referred to as the services) according to the conditions of this Agreement addressed to legal entities and individuals (hereinafter referred to as the Customer).
- 1.2. The Executor and the Customer shall be jointly referred to as the “Parties” and individually as a “Party”.
- 1.3. Each Party shall guarantee to another Party that it has required legal capacity and thus all rights and authorities required and necessary to conclude and to execute the Agreement according to its conditions. An individual being a part to the Agreement shall consent to processing their personal data.
- 1.4. 1.4. The current version of the Agreement is placed on the website <https://flops.ru/> and the Customer shall necessarily get acquainted with it before the conditions of the Agreement being accepted.

2. TERMS AND DEFINITIONS

Account — a record on the Customer in the Executor’s information system. An account is created when registering the Customer in the Executor’s information system and includes the data required to identify the Customer, to register and to render the Services.

Control panel — a Web interface available to the Customer after an Account being created and intended for control of the Services.

Personal account — an aggregate of the data on financial relations of the Customer and the Executor, namely on payments, mutual settlements and cost of the Services rendered by the Executor to the Customer.

OS — operating system.

Software — executable or executing program code.

Virtual server — the Customer's OS and Software placed and executed on the Executor's hardware resources by means of a hypervisor in a virtual environment.

IP-address — a globally available address at the Internet.

LAN — a private communication system integrating the Customer's virtual servers.

Incoming Internet traffic — a volume of data obtained by the Customer's virtual servers over public network interface.

Outgoing Internet traffic — a volume of data transmitted by the Customer's virtual servers over public network interface.

Local traffic — a volume of data transmitted between the Customer's virtual servers within LAN.

Report period — a period equal to a calendar month.

Technical support — is consulting of the Customer by the Executor on the issues connected with rendering the services. Service desk is the Executor's service responsible for provision of Technical support in the mode and through the communication links which are specified on the Executor's website <https://flops.ru/>.

Average daily cost of the Services — an average cost of the Services rendered to the Customer during 1 day calculated by means of division of the overall cost of the Services rendered to the Customer during last 30 calendar days by a number of days included in the calculation. When calculating the average daily cost only actual cash assets written off from the Customer's personal account are taken into account, i.e. bonuses, compensations and other means crediting of which to the personal account is not supported by financial obligations and arrangements between the Customer and the Executor are not considered. In addition, if there are no write-offs on a definite day, this day will be not taken into account in the calculation. If commercial services are not rendered within the last 30 calendar days, the average daily cost of the Services will be supposed as equal to zero.

Trial period — a mode of gratuitous rendering the Services to the Customer for demonstration purposes to get acquainted with qualitative characteristics of the Services. Use of the Services in the test mode does not result in appearance of the Customer's financial obligations regarding their payment.

3. AGREEMENT SUBJECT

- 3.1. The Executor shall be obliged to render the services to the Customer ordered on the control panel at the address <https://flops.ru/member/profile.html> within the whole effective period and according to the conditions of this Agreement and Appendices.
- 3.2. The list of the Services rendered to the Customer, their tariffication and peculiarities, warranty and technical properties, cost, volume and procedure of rendering the services shall be determined in the Appendices to this Agreement.
- 3.3. The Appendices to this Agreement shall be its integral part.

4. THE EXECUTOR'S OBLIGATIONS

The Executor shall be obliged:

- 4.1. To render the services in the volume and within the time limits determined by the conditions of this Agreement and the Appendices to it to the Customer.
- 4.2. To inform the Customer about planned technical activities on the Executor's equipment resulting in an interruption of rendering the services by means of electronic communications not later than in 24h.
- 4.3. To perform the Technical support of the Customer according to the operating mode of the Service desk posted on the website <https://flops.ru/>.
- 4.4. To keep the Customer's Personal account, to record the cost of the Services rendered to the Customer, to reflect timely crediting and write-off of assets from the Customer's Personal account and also to inform the Customer timely on lack of the assets on its Personal account.
- 4.5. In case of change of the consumer appeal of the Services to inform the Customer about these changes posting such information on the Executor's website <https://flops.ru/>.
- 4.6. To provide a compensation to the Customer in case of an unscheduled downtime of rendering the services (except for the circumstances stipulated in paragraph 12 of this Agreement) if such downtime occurs through no fault of the Customer. Calculation of compensation shall be performed according to the rules stipulated in the description of appropriate service. Compensation shall be performed by means of crediting to the Customer's Personal account for calculation purposes in future and can't be requested by the Customer in cash and cashless form.
- 4.7. This Agreement can determine other Executor's obligations.

5. THE EXECUTOR'S RIGHTS

The Executor shall be entitled:

- 5.1. To check compliance of the conditions of this Agreement and the Appendices to it by the Customer.
- 5.2. To make changes in the technical properties and characteristics of the services without prior notice of the Customer provided that these changes don't cause an interruption of servicing the Customer, don't cause an increase of the Customer's costs beyond the Customer's will and don't impair the consumer appeal of the services.

- 5.3. To involve the third parties to fulfil obligations according to the Agreement being fully responsible for the actions of the involved persons.
- 5.4. To request an extra payment from the Customer if the volume of actually rendered Services exceeds the volume of the services provided by the conditions of this Agreement and Appendices to it due to a fault or upon an initiative of the Customer.
- 5.5. To suspend rendering the Services in case of depletion of funds on the Customer's account informing the Customer about this according to the following procedure: if the Customer's Personal account balance is negative more than 3 (three) working days, the Executor is entitled to suspend rendering the Services unilaterally; if the Customer's Personal account balance is negative on the next 4 (four) working days, the Executor is entitled to terminate this Agreement permanently deleting the Customer's Virtual servers. In case of termination of the Agreement under the specified causes the Customer shall not contract out regarding the debts.
- 5.6. To scan the Customer's Virtual servers for vulnerability, to inform about the detected vulnerability, to request elimination of vulnerability within 24h. The Virtual servers configuration characteristics and properties of the software installed on them which create a threat of fulfilment of the conditions of this Agreement and the Appendices to it are meant as vulnerability.
- 5.7. To suspend either in part or in whole rendering the services and to block an access to the Account in the following cases
 - based on an official order of an authorized government body according to the legislation of Russian Federation;
 - in case of breach of the Terms of use by the Customer; if this Account is created by the Customer additionally to the Customer's existing Account in contravention of p. 6.13;
 - if current Account is created by the Customer additionally to the Customer's existing Account in contravention of p. 6.13;
 - in case of detection of a DDoS attack directed at the Customer's equipment or net resource;
 - if rendering the services can create a threat of safety and defence capacity of the state, health and safety of people;
 - in case of suspicions that the third parties get to the Customer's Account illegally;
 - in case of the Customer's action or inaction which can cause a fault of hardware and/or software of the Executor and the third parties;
 - in case of the Customer's actions directed at the breach of normal operation of the components of the global network;
 - in case of suspicions for such actions or other Customer's actions directly prohibited or not provided by the agreement but containing a set of elements of an administrative or criminal offence or infringing on the rights and legitimate interests of the third parties;
 - in case of use of the Services to receive or to seed the torrent-traffic;
 - in case of use of the Services for the purposes connected with so called cryptocurrencies which includes also for so called Bitcoin and Litecoin mining;

- in case of use of the Services for setting of websites which receive payment by means of SMS (Premium SMS technologies, subscriptions or other means of mobile payment) and don't provide the information on the service provider including the name, ITN, PSRN, the legal address and also the contact telephone number or the e-mail for communication;
- in case of use of the Services for distribution of messages of advertizing character to the third parties in the absence of a known consent of the third parties to receive such messages;
- in case of carrying out activities connected with the search of vulnerability of computational resources belonging to the Executor or a third party in the absence of a known agreement with the Executor or a third party on carrying out the activities by the Customer;
- in case of use of the Services to provide operation of VPN- and proxy services used by the third parties (if the Services are rendered within trial period, VPN- and proxy services are prohibited in any form);
- in case of use of the Services to provide operation of the TOR-nod and other supporting services providing the traffic anonymization service to any number of unspecified persons;
- in case of use of the Services to provide operation of game servers if the Services are provided during the trial period.

5.8. To request additional data and (or) an approval of the provided data within the whole effective period of this Agreement if there are uncertainties regarding the reliability of the data provided by the Customer. A request is sent via e-mail to the Customer's contact address. The Executor shall be entitled to suspend rendering the services until the Customer provides these data. If these data are not provided within 5 (five) working days after the first request, the Executor shall be entitled:

- to reject the Customer's application for a new Service;
- to suspend the Customer's application for an existing Service;
- to reject the Customer's application for the extension of the validity of the Service.

The above mentioned restrictions are removed within 3 (three) working days after provision of the requested information by the Customer. If the requested information is not provided within 10 (ten) days after the first request, the Executor shall be entitled to terminate this Agreement. The time of failure to render the services for reasons stated in this paragraph can't be considered as breach of the obligations by the Executor according to this Agreement and shall be not subject to compensation.

5.9. To store the Customer's data within 6 months after termination of this Agreement.

5.10. To inform the Customer about news of the service by post, via e-mail, by SMS and telephone communication.

5.11. To suspend rendering the Services for the time required to perform routine (scheduled) maintenance in the Executor's networks and object; the Executor shall be obliged to inform the Customer about performing the routine (scheduled) maintenance in the Executor's networks and object beforehand not later than in 24 (twenty four) hours before the planned start of these works. A suspension of rendering the services for scheduled

maintenance shall be not subject to compensation and shall be not considered when calculating the service availability level.

- 5.12. To provide an availability of use of the Services in the trial period at sole discretion according to the conditions determined on the website <https://flops.ru/>. Provision of the Services in the trial period shall not impose financial or other obligations regarding the quality of rendering the services and the service level. Provision of the Services in the trial period can be terminated by the Executor unilaterally at any time and without prior notice.
- 5.13. To suspend the Customer's application for a new Service over an arbitrary period of time.
- 5.14. This Agreement can determine other Executor's obligations.

6. THE OBLIGATIONS OF THE CUSTOMER

The Customer shall be obliged:

- 6.1. To use the services accordingly to the rules and restrictions determined by this Agreement and the Appendices to it; to observe and to fulfil all requirements of this Agreement and the Appendices to it.
- 6.2. To maintain a positive balance of the Personal account if active Services are available.
- 6.3. In case of reaching a zero balance of the Personal account and absence of necessity of further rendering the Services the Customer shall be obliged to disconnect the Services on the Control panel or to pay the debt to the Executor as a result of execution of p. 5.5 of this Agreement by the Executor.
- 6.4. To accept and to pay for the Services in the amount and within the terms determined by the Agreement and the Appendices to it in a proper time.
- 6.5. To provide a possibility of an unhindered check of observance of conditions and restrictions within the process of use of the Services.
- 6.6. To provide confidentiality of access to the Account. The Customer shall be fully responsible for consequences of loss of the authentication data.
- 6.7. To inform about a change of the contact person and other data of the Account. To keep the data of the Account current on the Customer's control panel.
- 6.8. To maintain functionality and proper operation of the Virtual servers independently.
- 6.9. To provide the documents and the data required for performance of this Agreement by the Executor upon request.
- 6.10. When using the resources for the purposes requiring certification and licensing the Customer shall have appropriate licenses and/or certificates.
- 6.11. 6.11. To visit the Executor's website <https://flops.ru/> at least once a week and to get acquainted with the official information posted by the Executor.
- 6.12. 6.12. If the Services are used within trial period, the Customer shall be obliged:

- to use the Services only for assessment of compliance of their qualitative characteristics with own requirements;
 - not to use the Services for the purposes of commercial activities;
 - not to use the Services to perform works and services in favour of the third parties or securing obligations to the third parties;
- 6.13. not to create more than one Account in the Executor's system without prior coordination with the Executor.
- 6.14. To provide a phone number which is solely belongs to a SIM card under a contract between Customer and mobile operator.
- 6.15. This Agreement can determine other Customer's obligations.

7. THE CUSTOMER'S RIGHTS

The Customer shall be entitled:

- 7.1. To use the Executor's Services within the Agreement and the Appendices to it taking into account that the rendered Services have no guaranteed protection against failures or inappropriate actions within the process of use of the Service.
- 7.2. To change the composition and the volume of the used services at own discretion: to order, to suspend and to cancel the Services on the Control panel.
- 7.3. To transfer own rights and obligations according to this Agreement to a third person in case of a positive balance of the Personal account and availability of the Executor's written consent.
- 7.4. To obtain the Executor's Technical support according to Paragraph 4.3 of this Agreement.
- 7.5. This Agreement can determine other Customer's rights.

8. THE PROCEDURE OF RENDERING AND ACCEPTANCE OF THE SERVICES

- 8.1. Delivery and acceptance of the services shall be performed based on the Services acceptance certificate which is made by the Executor at the end of the Report period and is available for the Customer on the Control panel.
- 8.2. Within 3 (three) working days from the end of the Report period the Executor shall make a Services acceptance certificate and an invoice which are placed on the Control panel where they are available for viewing and printing.
- 8.3. Within 3 (three) working days from the day a Services acceptance certificate being made the Customer shall be obliged to get acquainted with the Services acceptance certificate and to send a written substantiated refusal of acceptance of the rendered Services by post with a notice or to deliver by a courier in case of claims essentially stated in the Services acceptance certificate. In case of failure to provide a substantiated refusal of acceptance the Services shall be considered as rendered to the full extent and of proper quality, accepted by the Customer and payable.

- 8.4. Within 5 (five) working days from the end of the Report period paper copies of the Services acceptance certificate and the invoice shall be sent by the Executor by registered post at the Customer's address specified on the Control panel.
- 8.5. In case of an inadequate quality or interruptions of the process of use of the Services the Customer's contact person shall inform about this to the Executor's Service desk. The interruption period shall begin from the registration of the application of the Customer's contact person and shall end at the moment of informing the Customer's contact person about renewal of rendering the services.

9. THE COST OF THE SERVICES

- 9.1. The cost of the Services rendered to the Customer within this Agreement shall be determined according to the tariffs specified in the Appendices to this Agreement.
- 9.2. The volume and the cost of the Services rendered to the Customer for each month of validity of this Agreement are determined only based on the readings of the Executor's control devices according to the cost of the services specified in the Appendices. Grounds for write-offs from the Customer's Personal account for the rendered Services shall be the data obtained using the Executor's control devices.

10. PAYMENT ARRANGEMENTS AND DUE DATES

- 10.1. Payment for the Services according to this Agreement shall be performed by the Customer by means of a non-cash payment through transfer of a prepayment for the services in favour of the Executor. The Customer can make an invoice on the Control panel independently. When making an invoice on the Control panel the Customer shall determine the prepayment amount independently.
- 10.2. The date of payment shall be the date of receipt of cash assets to the Executor's settlement account. Payment according to the Agreement shall be performed by the Customer to the Executor at the bank details specified in the account. All costs connected with transfer of cash assets to the Executor's settlement account shall be assumed by the Customer.

11. LIABILITY OF THE PARTIES

- 11.1. In case of breach of obligations according to the Agreement by the Parties the Parties shall be responsible according to the existing legislation of Russian Federation.
- 11.2. Each Party shall be exclusively responsible for observance of the rights of the third parties to the results of intellectual activity regarding the hardware and software used by employees.
- 11.3. According to Article 44 of the Federal Law "On communication" the Executor shall be entitled to suspend access to the Services in case of breach of the conditions of this Agreement and the Appendices to it and also existing legislation of Russian Federation by the Customer.
- 11.4. Suspension of rendering the Services including the disconnection of the Customer's software shall be performed before fulfilling the Executor's requirements on elimination of violations by the Customer and shall not abolish fulfilment of the Customer's obligations according to the Agreement including payment obligations.

- 11.5. If the Customer does not eliminate a violation resulting in suspension of the Services within 10 (ten) working days from the violation date, the Executor shall be entitled to terminate this Agreement with the Customer unilaterally without any compensation to the Customer.
- 11.6. Under no circumstances the Executor shall be responsible for consequential damages before the Customer. The "consequential damages" notion shall include, but not be limited to loss of income, profits, anticipated savings, economic activity or business reputation. The Executor shall be responsible for a documented actual damage. In any case the Executor's responsibility, if available, shall be limited to the amount of the documented actual damage and shall not exceed 100% (one hundred) of the amount of the rendered Services in previous Report period.
- 11.7. The Customer shall accept responsibility regarding the claims and actions of the third parties caused by the Customer's activities including activity on service agreements rendering of the services according to which is performed by the Customer using the Executor's Services.

12. CIRCUMSTANCES OF INSUPERABLE FORCE

- 12.1. The Parties shall be relieved of responsibility for partial or complete non-fulfilment of the obligations according to this Agreement if it is a consequence of the circumstances of insuperable force determined according to Paragraph 3 Article 401 of the Civil Code of the Russian Federation and approved by designated institutions or public authorities.
- 12.2. If any such circumstance directly influence the fulfilment of the obligations on the due date determined by this Agreement, such due date shall be extended proportionally to the duration of appropriate circumstance.
- 12.3. The Party which doesn't fulfil its obligations under the action of the circumstances of insuperable force determined in p. 12.1 of this Agreement shall inform another Party about occurrence of such circumstances and their influence on performance of the Agreement and also about cessation of the occurred circumstances in writing. A certificate of an appropriate authority which approves occurrence or cessation of the circumstances of insuperable force shall be attached to a written notification.
- 12.4. If the Party fulfilment of the obligations of which is prevented by the circumstances of insuperable force doesn't inform another Party about occurrence of such circumstances within 10 (ten) working days attaching an appropriate certificate, such Party shall forfeit the right to refer to the specified circumstances.
- 12.5. If the circumstances of insuperable force occur successively within two months and there are no signs of their cessation, this Agreement can be terminated by any Party unilaterally by means of a written notice to another Party without obligations regarding compensation for possible damages.

13. SETTLEMENT OF DISPUTES

- 13.1. If there are unadjusted discrepancies of the Parties the disputes shall be adjudicated in the arbitration of the City of Moscow.

13.2. To settle technical matters when determining the Customer's guilt as a result of its wrongful acts using the Internet network the Executor shall be entitled to involve special institutions as experts independently. In case of ascertainment of the Customer's guilt the Customer shall compensate for expenses for the carried out examinations within 10 (ten) working days.

14. OTHER CONDITIONS

14.1. The Agreement and all Appendices to it shall fully exhaust the arrangement between the Parties on the issues of rendering the Services and shall abolish all other arrangements and statements made verbally or in writing before conclusion of the Agreement.

14.2. Invalidation of any provision of this Agreement shall not result in invalidation of other provisions of this Agreement.

14.3. The Executor shall be entitled to disclose the data on the Customer only according to the legislation of Russian Federation.

14.4. The Customer shall not be entitled to transfer its duties according to this Agreement without the Executor's written consent.

14.5. None of the Parties shall be entitled to disclose any technical, commercial or other information connected with performance of this Agreement without a written consent of another Party. This restriction shall not be applied to conclusion of this Agreement by the Parties.

15. THE EFFECTIVE PERIOD OF THE AGREEMENT AND TERMINATION OF THE AGREEMENT

15.1. This Agreement shall be concluded between the Customer and the Executor as an adhesion contract (Article 428 of the Civil Code of Russian Federation).

15.2. Acceptance of the conditions of the Agreement shall be the following Customer's actions:

- Filling of the registration form on the website <https://flops.ru/>,
- Acquaintance with the conditions of this Agreement and statement of consent to them in an appropriate field of the registration form.

15.3. Acceptance of the conditions of this Agreement shall mean full and unconditional acceptance of this Agreement by the Customer without any exceptions and/or limitations and shall be equal to conclusion of a bilateral written service agreement (Paragraph 3 Article 434 of the Civil Code of Russian Federation).

15.4. The period of acceptance of the conditions of the Agreement shall be not limited.

15.5. This Agreement shall be concluded without date.

15.6. This Agreement can be terminated earlier as agreed by Parties.

15.7. The Executor shall be entitled to terminate this Agreement unilaterally in cases provided by this Agreement, the Appendices to it and the existing legislation of the Russian Federation.

15.8. The Executor shall be entitled to terminate this Agreement unilaterally without explanation of causes.

16. THE LIST OF APPENDICES TO THE AGREEMENT

16.1. Appendix # 1. Services of provision of a virtual server.

17. LEGAL ADDRESSES AND BANK DETAILS OF THE PARTIES

The Executor: Ionica LLC

Legal address: Russia, 115191, the City of Moscow, 10 Bolshaya Tuskaya Street

De facto address: Russia, 115191, the City of Moscow, 66 Mytnaya Street

Settlement account: 40702810102860000305 in ALFA-BANK SC, BIC 044525593,

Correspondent account: 30101810200000000593

ITN 7703775639, IEC 772501001, PSRN 1127746740241

Contact number: +7 499 372 03 16

E-mail address: support@flops.ru

CEO: Igor Valeryevich Lukyanov

**Description and tariffication
of the services of provision of a virtual server**

Within the service of provision of a virtual server the Customer shall order via the Control panel and the Executor shall create and provide virtual servers to the Customer.

Tariffication of the service shall be performed once a minute by means of a write-off from the Customer's personal account according to the below mentioned tariff plans (all prices shall include VAT 18%):

Tariff "Cloud 512"

RAM: 512 Mb

Amount of dedicated storage: 16 Gb

Non-guaranteed CPU quota limit: 1 core

Daily limit of incoming and outgoing traffic, individually: 30 Gb

Cost for 30 days¹: 250 rub.

Tariff "Cloud 1024"

RAM: 1024 Mb

Amount of dedicated storage: 32 Gb

Non-guaranteed CPU quota limit: 1 core

Daily limit of incoming and outgoing traffic, individually: 60 Gb

Cost for 30 days¹: 500 rub.

Tariff "Cloud 1024 for Windows"

See "Cloud 1024" tariff. In addition to tariff resources license for Microsoft Windows Server 2008/2012 shall be provided.

Cost for 30 days¹: 700 rub.

Tariff "Cloud 2048"

RAM: 2048 Mb

Amount of dedicated storage: 64 Gb

Non-guaranteed CPU quota limit: 2 cores

Daily limit of incoming and outgoing traffic, individually: 90 Gb

Cost for 30 days¹: 1000 rub.

Tariff "Cloud 2048 for Windows"

See "Cloud 2048" tariff. In addition to tariff resources license for Microsoft Windows Server 2008/2012 shall be provided.

Cost for 30 days¹: 1400 rub.

Tariff "Cloud 4096"

¹Write-off shall be performed once a minute. The cost of one minute shall be calculated based on the specified prices for 30 days by means of division by $30 \times 24 \times 60 = 43200$.

RAM: 4096 Mb
Amount of dedicated storage: 128 Gb
Non-guaranteed CPU quota limit: 2 cores
Daily limit of incoming and outgoing traffic, individually: 120 Gb
Cost for 30 days¹: 2000 rub.

Tariff “Cloud 4096 for Windows”

See “Cloud 4096” tariff. In addition to tariff resources license for Microsoft Windows Server 2008/2012 shall be provided.

Cost for 30 days¹: 2800 rub.

Tariff “Cloud 8192”

RAM: 8192 Mb
Amount of dedicated storage: 256 Gb
Non-guaranteed CPU quota limit: 4 cores
Daily limit of incoming and outgoing traffic, individually: 150 Gb
Cost for 30 days¹: 4000 rub.

Tariff “Cloud 8192 for Windows”

See “Cloud 8192” tariff. In addition to tariff resources license for Microsoft Windows Server 2008/2012 shall be provided.

Cost for 30 days¹: 5600 rub.

Tariff “Cloud 16384”

RAM: 16384 Mb
Amount of dedicated storage: 512 Gb
Non-guaranteed CPU quota limit: 8 cores
Daily limit of incoming and outgoing traffic, individually: 180 Gb
Cost for 30 days¹: 8000 rub.

Tariff “Cloud 16384 for Windows”

See “Cloud 16384” tariff. In addition to tariff resources license for Microsoft Windows Server 2008/2012 shall be provided.

Cost for 30 days¹: 11200 rub.

Tariffs “Cloud without limits” and “Cloud without limits for Windows”

“Cloud without limits” and “Cloud without limits for Windows” tariffs provide a possibility of independent configuration of the server parameters to the Customer. In this instance tariffication is performed based on the resources required by the Customer based on the following prices for the resources:

| Service name | Cost for 30 days¹, rub. |
|---------------------------------|---|
| Storage space, 1 Gb | 3,00 |
| RAM space, 1 Gb, Linux-server | 280,00 |
| RAM space, 1 Gb, Windows-server | 480,00 |
| CPU, 100% consumption of 1 core | 800,00 |

The Customer shall be entitled at any time to change a tariff through the Control panel if such change is technically feasible.

Tariffication of the servers under “Cloud 512”, “Cloud 1024”, “Cloud 2048”, “Cloud 4096”, “Cloud 8192”, “Cloud 16384” tariffs and also their variants for Windows shall be performed irrespective of whether server is powered on or not.

The cost of the services rendered upon request shall be added to the above mentioned basic rates:

| Service name | Cost, rub. |
|---|--|
| SMS alert | Up to 1,00 according to the tariffs of SMS provider ² |
| Incoming traffic above the daily limit, 1 Gb ³ | 0,20 |
| Outgoing traffic above the daily limit, 1 Gb ³ | 0,60 |

The cost of additional public IP address shall be 80 roubles for 30 days with per-minute lease tariffication.

Service level availability for a virtual server

The service of provision of a virtual server shall be rendered by the Executor round-the-clock 7 days a week. The service availability level shall be 99,9% within a calendar month, i.e. allowed total time of downtime of rendering the service within a calendar month shall be not more than 42 minutes.

The date of the beginning and the end of each downtime of rendering the service shall be recorded from the registration of the Customer’s application in the Service desk or upon the Executor’s initiative, whichever is earlier, and to the renewal of rendering the services by the Executor.

If total time of the downtime as a result of a group of accidents within a calendar month is more than 42 minutes, the Executor shall be obliged to credit a compensation to the Customer’s personal account. The compensation calculation shall be performed in the following way:

1. *Total time of the downtime for a calendar month rounded upwards with an accuracy up to a minute shall be divided by 1,440 and multiplied by the daily average cost of the services and coefficient 5.*
2. *If the calculated value exceeds the cost of the services rendered to the Customer within 30 days prior to the accident the cost of these services shall be accepted as a compensation.*
3. *If compensations to the Customer are credited within this month, their amount shall be deducted from the value specified in p. 2.*

²The actual cost of SMS alerts shall depend on the mobile operator of the Customer’s representative and shall be specified in the billing of the Control panel.

³Recording of incoming and outgoing traffic shall be performed individually. The excess of the daily limit of the Internet-traffic in any direction shall be paid individually based on the tariffs. The traffic reference point shall be 00:00 Moscow time.