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## Service Level Agreement (SLA)

### to Description of Data Center Family Services SDC

#### 1. Service Level Guarantees

1.1. Neterra guarantees that the service is available 100% of the time for redundant power supply (A+B), calculated monthly, in accordance with the availability definition stated in the Service Description Document.

1.2. Service Availability Time (Availability Coefficient) is expressed as a percentage and is calculated according to the following formula:

$$L = \frac{TT - dT}{TT}$$

L – availability factor (100% with fully available service for the period).

TT – the total time for the measured period.

dT – the total time the metered service was unavailable during the period.

#### 2. Preventative Network Maintenance

2.1. Neterra performs planned preventative Network maintenances, which are announced to Customer in written 10 working days in advance.

2.2. Preventative maintenance as per this Article cannot be more than 3 serviceaffecting events per year and 2 non-service affecting events per month.

2.3. Preventative maintenance cannot exceed 6 hours duration and service interruption is limited to 30 minutes maximum.

2.4. Provided the Customer is informed according to the terms and conditions in this Article, Customer may not claim penalties for such events.

#### 3. Service Request and Opening of Trouble Tickets

3.1. In case of problem identification, Customer is obliged to inform Neterra's engineer on duty immediately.

3.2. Upon receipt of Service Request the engineer on duty opens a trouble ticket and collects the following information:

- a) the exact time at which the request was made.
- b) the name of the requesting Customer's representative.
- c) the nature of the request.

3.3. Customer is entitled to receive adequate information (in direct call or via e-mail) for the restoration works and problem resolution activities.

3.4. For maximum efficiency in problem localization and problem resolution Neterra's engineers may request proactive assistance from the Customer – monitoring and announcing of results from actions, performing of testing configurations, etc. Customer is obliged to assist in such matters.

#### 4. Procedures for Problem Escalation

In case particular problem is not resolved in a satisfactory, or timely manner, Customer may contact and seek assistance by a higher management level in Neterra's company structure, as follows:

Level	Problem	Level of Responsibility	Contact Information as per date of Contract signature
1	Critical, major, partial, or warning problems, as well as all other types of requests	Engineer on Duty	24-hour phone: +359 888 92 99 66 during working hours: +359 2 974 3311 <a href="mailto:NOC@neterra.net">NOC@neterra.net</a>
2	Critical or major problems, that cannot be resolved by the engineer on duty	Head of NOC	+359 887 52 31 58 <a href="mailto:managernoc@neterra.net">managernoc@neterra.net</a>
3	Critical problems, that cannot be resolved by the Head of NOC	Chief Technical Officer	+359 882 79 39 86 <a href="mailto:headofoperations@neterra.net">headofoperations@neterra.net</a>
4	Critical problems, that cannot be resolved by the Head of Technical Department	Managing Director	During working hours: +359 2 975 1616 <a href="mailto:mdirector@neterra.net">mdirector@neterra.net</a>

#### 5. Penalties

5.1. Penalties for the following services: Colo Rack, Colocation of dedicated compartment of a cabinet (1/2 or 1/4), Server colocation (rack unit/s), and Colocation Footprint.

5.1.1. Penalties for unavailability for power supply:

Availability of redundant power supply (A+B) on a monthly basis	Availability of non- redundant power supply (A) on a monthly basis	Penalties as % of the monthly fee
100% < 99.999%	99.99% < 99.95%	15%
99.999% < 99.99%	99.95% < 99.5%	25%
99.99% < 99.9%	99.5% < 98%	50%
< 99.9%	< 98%	100%

5.1.2. Interruption of redundant power supply means unavailability of the two supplying modules (A+B) simultaneously.

5.1.3. Penalties for unavailability of air-conditioning system

Availability of air- onditioning on a monthly basis	Penalties as % of the monthly fee
100% < 99.95%	5%
99.95% < 99.5%	25%
99.5% < 98%	50%
< 98%	100%

5.2. Penalties for Cross-connect Service.

In case of cross-connect service interruption, Neterra will restore the service within 8 hours following the trouble ticket submission by the Client. Providing Neterra does not meet this deadline and the service suspension is not due to a client's fault, Neterra is obliged to pay a penalty at the amount of one monthly fee for the Cross-connect service.

5.3. Penalties for Hands-on-site Service

If Neterra does not start working on customer problem request on time, Neterra shall be obliged to pay a penalty of the amount of 1-hour fee for Hands-on-site services.

5.4. Request for penalty claims shall be submitted by the Client to Neterra in writing and shall include the period during which the service was unavailable. Penalties apply only for the period during which the service was not provisioned. The total amount of penalties paid for a period of one month cannot exceed the monthly fee paid by the Customer for the service.

5.5. The levels of temperature and humidity shall be measured with devices installed and owned by Neterra. The recordings of these measuring devices shall be considered correct.