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## **DEDICATED SERVER - SERVICE LEVEL AGREEMENT**

### **1. Service Level Guarantees**

Neterra guarantees that:

- a) In case of failure of any of the hardware components on the server, Neterra takes the responsibility to replace the defective component within 5 hours after the failure is identified, if it has occurred during business hours (Monday through Friday, from 9:00am to 5:00pm), and within 5 hours on next business day, if the failure has occurred during the non-business hours.
- b) If it is not possible the hardware failure in the dedicated server to be fixed with component replacement, Neterra takes the responsibility to provide the Client with another server with similar or better hardware specifications within 48 hours after the failure is identified.

### **2. Service Request**

2.1. In case the Client experience a problem with the service, they are obliged to inform Neterra via a support ticket immediately.

2.2. When the support ticket is received, the engineer on duty opens a trouble ticket and fills in the following information:

- a) exact time when the ticket is received;
- b) name of the Client's representative;
- c) ticket's subject.

2.3. The Client has the right to be timely informed (in a direct conversation or electronically) on the course of work for eliminating the problem.

2.4. To be most efficient in locating and eliminating problems, engineers at Neterra may request active assistance from the technical staff at Client's company. This may include monitoring and reporting results of events, performing tests, etc. The client is obliged to provide such assistance.

2.5. When diagnosing and troubleshooting the failure, temporary server unavailability may occur and Neterra would do anything possible to avoid that or shorten the period of unavailability. The Client has an option to provide Neterra with temporary access to the operating system of the dedicated server for quick diagnosing and problem troubleshooting.

### **3. Preventative Maintenance**

3.1. Neterra performs planned preventative maintenance of the infrastructure, on which the service is provided. Neterra informs the Client about the procedure 5 days prior.

3.2. Activities under 3.1 could not occur more often than once a month if the service is interrupted or three times a month if the service is not interrupted.

3.3. Activities under 3.1 could not exceed 6 hours and the service interruption could not exceed 60 minutes.

3.4. The Client may not claim damages if Neterra performs the maintenance procedures under 3.1, 3.2 and 3.3.

#### **4. Procedures for Problem Escalation**

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

Level	Problem	Level of Responsibility	Contacts at the time of signing the contract
1	Critical, major, partial or warning problems, as well as all other types of requests	Engineers on duty	24-hour line: +359 (0) 700 42 300 itservices(at)neterra.net
2	Critical or major problems, that cannot be resolved by the engineer on duty	Manager ITSOC	Cell phone: +359 889 348 956 manageritsoc(at)neterra.net
3	Critical problems, that cannot be resolved by the Manager of ITSOC	Head of Technical Department	Cell phone: +359 88 2 793 986 headofoperations(at)neterra.net
4	Critical problem, that cannot be resolved by the Head of Technical Department	Managing Director	working hours: +359 2 9751616 mdirector(at)neterra.net

#### **5. Service Credits**

Service Credits are calculated proportionally and are equal to 5% of the monthly fee for every two hours when the service is unavailable, after the deadlines mentioned in Article 1. Service Credits could not exceed 100% of the monthly fee.

#### **6. Other terms**

6.1. Neterra is not responsible for poor service quality due to problems in Client's network or in third party networks, including the global Internet providers (Tier-1).

6.2. Neterra is not responsible for problems and interruptions caused by Client's actions or by the data located and/or used on the service by the Client.

6.3. Neterra is not responsible for problems and interruptions caused by computer viruses, hacker attacks and malicious acts by third parties.