

Co-Location Service Level Agreement

The purpose of this document is to describe and define the service levels of Co-location Services provided by the Company to the Customer. The Company does not guarantee any specific outcome to the Customer, and the services will be delivered on an “as-is” basis in accordance with this document.

1. Service Description

The co-location service is a bundled solution that allows the Customer to place their equipment within the Company’s data center. The Company provides space, power supply, cooling and network connectivity, while the Customer retains control over its equipment. The SLA covers the following components:

- Co-location space,
- Power supply,
- Network connectivity.

2. Calculation of Compensation for SLA

Unavailability arising under the exceptions specified in clause 7.4 to this document shall not constitute a breach by the Company, and in such cases, the Company shall bear no liability.

Metric:

Availability = (Total Time Period – Downtime) / Total Time Period × 100%

- **Total Time Period** – the number of minutes in the calendar month.
- **Downtime** – the duration measured in minutes during which the service was unavailable.

3. Co-Location Space SLA

Description:

Includes:

- A physically secure area equipped with redundant cooling, power supply and connectivity.
- Access to equipment racks, cabinets or enclosures.
- Ventilation system designed for emergency situations.

The Company will make reasonable efforts to ensure that the delivered air temperature meets the relevant international ASHRAE (American Society of Heating, Refrigerating and Air-Conditioning Engineers) standards.

Demarcation:

A service level breach will be recognized if the temperature falls outside the range specified by the international ASHRAE standard, i.e., 18°C to 27°C.

Service Level	Compensation for SLA
99.5%-99.95%	5% of the monthly fee payable
99.0%-99.5%	10% of the monthly fee payable
<99.0%	15% of the monthly fee payable

Compliance:

The service level does not apply if:

- The Customer’s electricity consumption exceeds the permissible limits.
- The Customer’s actual electricity consumption exceeds the contracted capacity.

4. Service Level - Power Supply

Description:

Power supply to the server cabinets is provided through UPS (Uninterruptible Power Supplies) and generators to ensure continuous electricity availability. Unless otherwise specified in this document, the Company will take commercially reasonable efforts to ensure that power availability in the cabinets meets the accepted international Tier 3 standards for data center locations, except for:

- Planned maintenance and shutdown activities previously agreed upon between the Parties,
- Planned or emergency maintenance and shutdown activities with prior notification.

Committed power – the average power consumption of the cabinet. It is calculated as the average monthly power usage of the given cabinet.

Allowed power overuse – the average amount of power consumption permitted beyond the committed power.

Cabinet power draw cap – the maximum allowable power consumption for a given cabinet at any point in time, defined to ensure that the overall power usage does not exceed pre-established thresholds. This cap is enforced to prevent overloading of electrical circuits, to support efficient energy usage and to maintain thermal stability within the data center. Failure to comply with this threshold may result in service disruptions or automatic power reduction or shutdown of equipment. Customers are responsible for managing their equipment to remain within the power limits defined in this SLA.

Cage power draw cap – the maximum allowable power consumption within a given cage at any point in time, defined for the same purposes as cabinet-level limits: to prevent circuit overloading, ensure efficient energy usage and maintain thermal stability. Failure to adhere to this threshold may similarly result in service disruptions or automatic power reduction or shutdown of equipment. Customers are responsible for managing their equipment to comply with the power-related requirements outlined in this SLA.

If the power consumption of a cabinet or cage exceeds the defined maximum threshold at any time, the Company may take measures to limit power usage, including disconnecting power to the cabinet's equipment without prior consent.

If the Customer's power consumption exceeds the committed power plus the allowed overuse, the Customer shall, within 10 business days from the date of notification thereon, either sign a new agreement with the Company or reduce the consumption. Otherwise, the Company reserves the right to limit power supply to the cabinet.

All cabinets are equipped with primary (A) and redundant (B) power feeds of equal capacity. The Customer may only be eligible for compensation, as outlined in the table below, if both power feeds to the cabinet are simultaneously unavailable.

Service Level	Compensation for SLA
99.5%-99.95%	Monthly recurring fee for a damaged cabinet in the amount of 5%
99.0%-99.5%	Monthly recurring fee for a damaged cabinet in the amount of 10%
Less than 99.0%	Monthly recurring fee for a damaged cabinet in the amount of 15%

Demarcation:

The Company's network connectivity services extend from the server/ network port allocated in the Customer's hosting environment to the Company's edge router. The demarcation point is the network interface of the edge router.

The demarcation point for power availability in the Customer's environment shall be the first component of the power distribution system that is owned, managed and installed by the Company (this may include, but is not limited to, the applicable PDU or ATS) and does not include any Customer-owned equipment. Typically, this is the power delivery port of the server or network equipment power supply unit (PSU) installed in the cabinet.

If the Customer's equipment has a single power supply unit (PSU), an Automatic Transfer Switch (ATS) is installed to ensure power availability. If the equipment has dual power supply units, it is connected directly to the Power Distribution Unit (PDU). If the Customer's equipment is powered through an Automatic Transfer Switch (ATS) installed in the cabinet, the demarcation point shall be the data center power outlet located between the ATS and the data center's electrical power lines.

Compliance:

The Service Level for Power Supply is subject to the condition that the Customer complies with all contractual obligations, including but not limited to the Company's requirements regarding equipment layout and power usage, which include:

- using only the committed power and the allowed overuse, and
- ensuring that, at any given time, the power consumption does not exceed the maximum allowable power capacity per cabinet.

5. Network Connection SLA

Description:

Dual Internet supply is provided to ensure network availability.

The service is considered unavailable if data cannot be transmitted or received at the demarcation point.

The Company is responsible for the proper operation and maintenance of the network infrastructure up to the demarcation point.

Periodic Network Maintenance

During periodic network maintenance, there may be temporary reductions in service quality, about which the Company will inform the customer at least 48 hours in advance. The maintenance duration will not exceed 6 hours and will be carried out during the maintenance window — from 01:00 to 07:00 CET.

Network Disruptions Due to Force Majeure

The Provider's Internet service is based on external networks and infrastructures, and the Provider bears no responsibility for disruptions or degradation in service quality caused by force majeure events.

A force majeure event is defined as any act, event or circumstance beyond the Provider's reasonable control, including but not limited to: issues caused by software, firmware or hardware failures of the Provider's own suppliers, widespread Internet outages, problems with upstream providers or network

operators, natural disasters, actions or inaction of governmental bodies, orders or restrictions, war, labor strikes and acts of terrorism.

6. Maintenance

To ensure high availability of services, both software and hardware maintenance must be performed. Maintenance activities can be carried out and initiated by the data center, the Company, or third-party partners involved in the supply chain. The Company will take commercially reasonable measures to ensure that most maintenance activities are scheduled and have minimal impact on the provided services.

All possible maintenance activities are divided into two types:

- **Scheduled Maintenance** — a preventive approach planned in advance according to a set schedule, based on analysis of equipment operational history. The Company is obligated to notify the Customer of upcoming maintenance activities at least 48 hours in advance. The Company may, but is not obligated to, consider the Customer's preferences regarding the start time and duration of the maintenance.
- **Emergency Maintenance** — typically applied when something breaks down or stops functioning, negatively affecting the quality of the Services, potentially causing or already having caused service interruptions, damage or loss to the Company or the data center. This includes, but is not limited to, loss of expected profits, revenue loss or data loss, and requires immediate remediation. Due to the unpredictable nature of such maintenance, the Company is obligated to notify the Customer at least 15 minutes in advance via email.

7. Compensation for SLA

7.1. Service Level Violation Notification

A service level violation may be reported by either the Company or the Customer. To report a service level violation, the Customer must send an email to the support email address provided for maintenance, no later than within 1 hour after the occurrence of the violation. The duration of the violation will be calculated from the moment the email is received until the moment the service is restored.

7.2. SLA Compensation Request Submission

To request SLA compensation, the Customer must submit a written support request within thirty (30) calendar days after the relevant violation has occurred.

7.3. Applying SLA Compensation

In the event that SLA-defined compensation applies, the Customer will pay an amount reduced by the compensation value from the price of the next month's order. SLA compensations are the Customer's sole and exclusive remedy in the event of service level violations. SLA compensations may only be applied to the specific service for which they were granted. If the Customer's service term expires or is terminated before the SLA compensation is provided, the compensation will no longer be valid as of the expiration or termination date.

7.4. Non-applicable reasons and exceptions

SLA obligations and the remedies described in this document do not apply to service interruptions or service level violations that are caused by or result from the following:

- 7.4.1. Planned, emergency or Customer-requested service interruptions;

- 7.4.2. Claims based on the Customer's or a third party's assessment that have not been confirmed by the Company;
- 7.4.3. Actions or inactions carried out not by the Company, but by (a) the Customer; (b) the Customer's clients, employees, subcontractors, agents or other persons acting on behalf of the Customer; or (c) third-party telecommunication providers or other service providers;
- 7.4.4. Events beyond the Company's reasonable control, including force majeure circumstances;
- 7.4.5. Cases of accident or confiscation;
- 7.4.6. The Customer's refusal to grant the Company access or to make equipment/ components available for testing or repair, or failure to follow the Company's instructions and service requirements;
- 7.4.7. Any period during which the Customer is in breach of contractual obligations at the time of the service level violation or when requesting SLA compensation;
- 7.4.8. Service denial (DDoS) attacks, viruses or hacker attacks, or errors in code, hardware or services for which no commercially reasonable and known solution exists (even if a temporary workaround is available);
- 7.4.9. Failure to follow the Company's instructions and service requirements;
- 7.4.10. Any risk assessment services performed by the Customer, including but not limited to penetration tests or internal/external vulnerability assessments, without the Company's prior written consent.
- 7.4.11. Any performance benchmarking tests performed by the Customer that may affect users of shared services, including but not limited to LAN/WAN bandwidth, storage subsystem and CPU benchmarking tests, without the Company's prior written consent.

7.5. Maximum Monthly SLA Compensation and Multiple Violations

The total amount of all SLA compensations provided for SLA violations occurring within any calendar month is limited to a maximum of 50% of the monthly service fee for that month. If a single event or a combination of circumstances causes multiple service level violations, the Customer shall be entitled to receive the SLA compensation corresponding to the highest compensation amount.

Example: If one event causes a service level violation of the power supply service (resulting in SLA compensation equal to 2 days of MRC) and a temperature service level violation (resulting in SLA compensation equal to 4 days of the monthly service fee), the Customer will receive compensation equivalent to 4 days of the monthly service fee.

Additionally, the service level obligations and the remedies described in this document do not apply to any person other than the Customer who has a valid and effective contract with the Company, concluded in a written form.