

THE TERMS OF USE OF SPECIFIC SERVICES:

NETWORK EQUIPMENT

Please note: This document is an English translation of the document found [here](#). In the event of a conflict between the Russian version of this document and this translation, the Russian version shall prevail. Only the Russian version of this document found [here](#) is legally binding.

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The Terms of Use of Specific Services (the “Terms of Use”) are an integral part of the User Agreement (the “Agreement”). Capitalized terms that are used but not defined in the Terms of Use have the meaning assigned to them by the Agreement.

Terms and Definitions

Network equipment is a software and hardware complex (switchboard or router or firewall, etc.) owned by the Contractor, and its resources are available to the Customer.

Additional services are additional software features of the network equipment that allow monitoring and filtering of network traffic passing through the equipment in accordance with specified rules and/or other actions.

Soft Grace period is a period of service provision after the paid period expiration when the Contractor renders the service to the Customer in full. The Soft Grace period does not apply to services provided by the day.

Hard Grace period is a period of service provision after the expiration of the paid period, and Soft Grace period, when the Contractor renders the service to the Customer at a reduced level, the Dedicated Server is disconnected, but the Customer’s data are still stored on it.

1. SUBJECT

1.1. The Contractor provides the Customer with Network equipment located on the Contractor’s service platform (hereinafter referred to as the “Service”). The Customer agrees and pays for the Service to the Contractor.

1.2. The Customer can enable Additional services, the cost of which is specified on the <https://www.atlex.ru/en> website, as well as Additional services approved via the Ticket system.

2. PROCEDURES FOR THE PROVISION OF SERVICES

- 2.1. The Customer chooses and orders the Service in the Customer's Personal Account and/or via the Ticket system.
- 2.2. The Service is provided within, but no later than five (5) business days from the moment of the Service order subject to availability of technical capability and sufficient funds on the Customer's Personal Account to start providing the Service and fulfillment of terms.
- 2.3. When ordering an Additional Subscription Service, additional features are activated within, but no later than, fourteen (14) calendar days from the date of order if there is a technical capability and sufficient funds on the Customer's Personal Account to start providing the Additional Service.
- 2.4. If there is no technical possibility of the Service provision in accordance with the Terms of Use, the Contractor is obliged to notify the Customer, specifying the reasons why the Service cannot be provided on time, and to determine the scheduled date of the Service providing start.
- 2.5. 2.8. The Customer independently operates the Service by remote access via general communication networks, independently installing and configuring the appropriate software on network equipment.
- 2.6. In case of failure of the components that are part of network equipment, the Contractor is obliged to replace all the defective parts with similar ones at his own expense within 3 hours from the moment of the Customer's request through the Ticket System. In the absence of the necessary spare parts, the Contractor may temporarily use more capacious/high-speed parts or equipment. The Customer has the right to get compensation according to the Terms of Use if more than 3 hours have passed from the moment of the network equipment failure to the end of the repair work.

3. PAYMENT FOR THE SERVICE

- 3.1. The Service is paid in the manner, terms, and form established by the Agreement and tariffs (tariff plans) unless otherwise provided by these Terms.
- 3.2. If the Service auto prolongation was activated upon the Service order, then at the end of the Service current paid period and if there is a sufficient amount of money on the Customer's Personal Account, the Service will be automatically prolonged for the next month.
- 3.3. If the Customer cancels the Additional Service or the Service for which the Additional Service was previously activated, the payment for the unused period of the Additional Service will not be refunded.

4. END OF SERVICE PROVISION

4.1. The termination of the Service provision, as a general rule, occurs after the expiration of the Soft Grace Period and the Hard Grace Period. Previously activated Additional Services for the Service are also deactivated upon termination of the Service provision.

4.1.1. Soft Grace Period for the Services is 24 hours, excluding weekends and holidays. The Hard Grace Period is 72 hours from the end of the paid period but not earlier than the end of the Soft Grace period, excluding weekends and holidays.

4.1.1.1. If the Customer pays for a new Service provision period in the Personal Account during the Soft Grace Period or the Hard Grace period, the Service is prolonged for a new period from the day following the last day of the Service previous paid period.

4.1.1.2. In case of non-payment by the Customer for a new period of Service provision in the Personal Account during the Soft Grace Period and the Hard Grace period, the Service provision is terminated.

4.1.2. For Services paid daily, the Hard Grace period is 24 hours.

4.1.2.1. The termination of the Service provision with the Service auto prolongation function enabled (automatic payment, including automatic monthly payment) is as follows:

4.1.2.1.1. In case of the Customer's Personal Account crediting during the Soft Grace Period or the Hard Grace Period with an amount sufficient for payment of the entire ordered Service provision period, the specified amount is debited automatically, and the Service is prolonged for a new period from the day following the last day of the Service previous paid period.

4.1.2.1.2. In case of non-crediting the Customer's Personal Account during the Soft Grace Period or the Hard Grace period with an amount sufficient for payment of the ordered Service provision period, the Service provision is terminated.

4.1.2.2. The termination of the Service provision without auto prolongation function enabled (automatic payment, including automatic monthly payment) is as follows:

4.1.2.2.1. Soft Grace Period and Hard Grace Period are not applied for the Service. The Service provision is terminated immediately after the expiration of the paid period.

4.4. The Contractor refunds the cost of the unused Service to the Customer's Personal Account in case of cancellation of the Service before the paid period expires. The funds are returned only for the full unused months.

5. SERVICE LEVEL AGREEMENT (SLA)

5.1. The Service Level Agreement is available on the web page at <https://www.atlex.ru/licenses-certificates-policies/service-level-agreement-sla/>.