# THE TERMS OF USE OF SPECIFIC SERVICES:

### **OPENSTACK-BASED PUBLIC CLOUD**

Please note: This document is an English translation of the document found <u>here</u>. 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 <u>here</u> 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 these Terms of Use shall have the meaning ascribed to them in the Agreement.

#### Terms and Definitions

**Cloud Platform** — the invoice, the act of Services rendered, or the UTD, depending on the order, indicates the Cloud Servers Service and/or specific ordered Resources from the list: HDD/SSD drives, RAM, virtual processor cores, floating IP addresses.

**Virtual Machine** – a virtualized server created on the Contractor's Service platform that provides computing Resources to the Customer.

Virtual Disk – the allocated amount of disk space hosted on the Contractor's Service platform.

**Virtual Network** – an isolated virtual switch to which the Customer's Virtual Machines are connected.

User - a username/password pair that defines the owner of the objects. Users are created by the Customer within the domain.

**Project** – a logically isolated group of resources a user can access.

**Resource** – an atomic unit that represents a part of the Resources of a physical server or the minimum possible part of the Service provided.

Resources	Units
Processor cores	Pieces
RAM	Gbyte
Basic disk	Gbyte
SSD	Gbyte
Storing user images	Gbyte
Floating IP address	Pieces
Incoming and outgoing traffic	Gbyte

**Profile Limit, Account Limit** – the limit of Resources that can be used to create objects under a specific Account or Profile.

**Quota (user)** – the limit of Resources that can be used to create objects within a single project. It is set by the Customer on their own within the ambit of the Resources possible for the limit when creating the Project and may be changed with its further use.

**External Project Control Panel** – a separate project control panel provided as part of the Service. Third parties may access the External Control Panel at the initiative of the Customer without setting up a separate account in the Customer's Account Control Panel.

**Control Plane** – a combination of the Customer's Account control panel, API, and External Project Control Panels created by the Customer.

**API** – a software interface for automated Service management.

### 1. SUBJECT

1.1. The Contractor provides the Customer with access to the virtual infrastructure hosting Service by providing the Customer with a part of the infrastructure Resources hosted on the Contractor's Service platform (hereinafter referred to as the "Service"). The Customer accepts and pays the Contractor for the Service.

#### 2. PROCEDURES FOR THE PROVISION OF SERVICES

2.1. The Customer places an order for the required amount of vDC (virtual Data Center) Resources through the Contractor's website, through the Ticket System, or in the Account.

2.2. The provision of the Service begins from the moment the Contractor allocates the ordered Resources if there is a sufficient amount of funds on the Customer's Service Balance for the selected type of vDC to start providing the Service.

2.3. The Customer can request the creation of one or more vDC and manage them from an External Project Control Panel.

2.4. A username and password are automatically created to access the vDC.

2.5. The customer creates Virtual Machines, Virtual Disks, and Virtual Networks within the limits of vDC in the External Project Control Panel.

2.6. The Contractor has the right to set a limit on the maximum permissible use of each of the Resources within the project, as well as on the number of projects.

2.7. The allocated amount of Resources is subject to payment. The Customer on their own selects the configuration of Virtual Machines, Virtual Disks, and Virtual Networks, except in cases when they are created automatically by the Contractor.

2.8. The server hosting the Customer's Virtual Machine is connected to the network at a speed of 10 Gbps; this bandwidth is divided between all Virtual Machines running on the Contractor's server. The Internet traffic consumed by the Customer is accounted for in accordance with the tariffs indicated on the Contractor's website.

2.9. The bandwidth for each vDC is limited to 10 Gbits. By default, 100 Mbit/s is allocated.

2.10. Internet access for the Customer's Virtual Machines is provided by:

- floating IP addresses;
- Public subnets connected as an additional Service.

2.11. Floating IP addresses are created automatically upon ordering the necessary Resources.

2.12. The Customer has the right to use IP addresses on one IP address per one Virtual Machine basis.

2.13. The Contractor may unilaterally reduce the quota for IP addresses if the specified condition is not met by the Customer. The Contractor may allow the Customer to use the allocated IP addresses, provided that the second and subsequent IP addresses are paid for one Virtual Machine.

2.14. Approval for the use of allocated IP addresses is carried out in the Ticket System.

2.15. The Customer can create or delete Virtual Machines and Resources in the vDC at any time within limits set by the Customer.

2.16. In order to prevent distributed denial of Service (DDoS) attacks and spam:

- if the Customer exceeds the threshold of 150 thousand packets per second, the Contractor has the right to limit the bandwidth up to a complete shutdown;
- the Contractor has the right to limit the bandwidth of Services that can be used for different attack classes or limit the possibility of using such Services by notifying the Customer at least 7 days in advance.

2.17. The Customer can change the Quotas of any Project created within the Customer's domain by contacting the Ticket System with a request.

2.18. The Customer on their own operates Virtual Machines by remote access to them via public communication networks or through an External Project Control Panel and on their own installs and configures the software needed on Virtual Machines.

#### 3. PAYMENT FOR THE SERVICE

3.1. Unless otherwise provided by these Terms of Use, the Service is paid in the manner, time limits, and form established by the Agreement.

3.2. The cost of the Service includes the sum of the Resources of the Virtual Machine configurations in the vDC, as well as shared Resources.

3.3. If the auto-renewal Service was activated when ordering the Service, then at the end of the current paid period of the Service and if there is a sufficient amount of money on the Customer's Personal Account, the Service will be extended automatically for the next month.

### 4. END OF SERVICE PROVISION

4.1. When the zero Service Balance is reached, or the balance is insufficient for the next withdrawal for the allocated Resources, access to the vDC is disabled automatically. The Contractor sends a notification to the Customer about the disconnection of Services in the Ticket System.

4.2. If the Service Balance is insufficient to make the next withdrawal for the allocated Resources within 5 (five) calendar days, the Contractor has the right to suspend the provision of the Service.

4.3. If the Service Balance is insufficient to make the next withdrawal for the allocated Resources, within 14 (fourteen) calendar days, the Contractor has the right to delete all Virtual Machines, as well as any other Customer objects created within the framework of the Service and stored on the Contractor's equipment. The specified period may be extended by agreement of the Parties.

4.4. The Customer may continue using the Service, provided that the Service Balance is replenished before the 14th (fourteenth) calendar day from the moment the zero balance is reached, or the Service Balance is insufficient for the next withdrawal for the allocated Resources. When replenishing the Service Balance within the specified period, if there is a debt to pay for the Service in the amount of previously allocated Resources, the amount of debt will be withdrawn at the time of replenishment of the Service Balance.

4.5. The Service payment debt is calculated based on the cost of Resources for vDC disabled for non-payment, formed as the sum of the cost of the base disk, SDD, storage of user images, public IP addresses, and other Resources assigned to the vDC for the time during which the vDC was disabled.

4.6. In case of refusal of the Service before the expiration of the paid period, the Contractor returns the cost of the unused Service to the Customer's Personal Account. Funds are returned only for the full unused months.

### 5. INFORMATION SECURITY REQUIREMENTS

5.1. The Customer is obliged to prevent unauthorized access to the software used and to prevent the use of its own Resources or those provided by the Contractor for attempts of unauthorized access to other Internet Resources. In particular, the Customer shall avoid the following situations on their Virtual Machines:

- e-mail messages are sent from the Virtual Machine on behalf of addresses that do not belong to the Customer's network (domain);
- the Virtual Machine software uses default passwords;
- packets with an invalid source address (IP source address) are coming from the Virtual Machine;
- Domain Name Service (DNS) packets with intentionally distorted data are coming from the Virtual Machine;
- malware is present on the Virtual Machine;



• programs specifically designed for unauthorized access to information are present and/or running on the Virtual Machine.

5.2. The Contractor has the right to provide automatic filtering of traffic in order to block individual ports, mail messages, and sending traffic with fake (not assigned to the Virtual Machine) IP and MAC addresses, up to the complete blocking of the Resource.

### 6. SERVICE LEVEL AGREEMENT (SLA)

5.1. The Service Level Agreement can be found at <u>http://okey-telecom.ru/licenses-certificates-policies/service-level-agreement-sla/</u>.