

## Dedicated Server Service Technical Parameters and SLA

### § 1 Defined Terms

For the purposes of the Dedicated Server Service documentation, the following definitions are applied:

- *Dedicated Server Service* – a dedicated server rental service for the Customer with the provision of power (electricity) necessary for the appropriate performance of the device, consisting in providing the Customer by Server Platform with the exclusive use of a server located in Atman server room, which proper functioning is provided by Atman and which remains the property of Atman and is managed by the Customer via the Customer Panel.
- *Critical Incident* – an event causing a break in the operation of the Server Platform, but excluding events caused by a failure of the hardware or subassembly (subassemblies) of the leased dedicated server, or which occurred outside the Server Platform, beyond the liability of Atman, and which are described in the Regulations, as well as excluding scheduled maintenance work about which Atman notified the Customer.
- *Hardware Incident* – an event that is caused by a failure of hardware or subassembly (subassemblies) of the leased dedicated server as part of the Dedicated Server Service.
- *Non-Critical Incident* – an event that is not a Critical Incident or a Hardware Incident that occurred in the Service and causes an adverse deviation from its standard operation, including the inability to manage the Dedicated Server Service by the Customer, but not having a significant impact on the operation of the Service.
- *Server Platform* – a set of IT hardware and software measures enabling the provision of the Service, which are located in the data center server room owned by Atman. Atman ensures the proper functioning of the Server Platform; it also remains the property of Atman. The Customer must have Internet access as a condition precedent to use the Server Platform.
- *Customer Panel* – the Customer Portal of the Dedicated Server Services provided by Atman at <https://atman.pl/>, enabling authorized customers to manage, configure and monitor their services using the tools available there.
- *Scheduled Work* – work performed by Atman, related to the maintenance of the Service, which may affect its availability.
- *Technical Consultation (TC)* – any professional assistance provided by Atman in the use by the Customer of the Services provided by Atman. In particular, TC may involve assistance in configuring the Customer's devices that support the Services provided by Atman.

### § 2 Technical parameters

1. Atman provides the Customer with Dedicated Servers. The technical parameters of the equipment are selected by the Customer during the registration procedure. As part of each Dedicated Server Service, the Customer receives:
  - one public IPv4 address
  - access to the Internet with 100 Mbps bandwidth
  - connection to the electricity grid
  - time to remedy the Hardware Incident – 24 hours
  - Atman AntiDDoS – Level 0 scrubbing from: 1.1 Gbps / 0.12 Mpps to: 1.5 Gbps / 1 Mpps

2. The above parameters may be increased by the Customer using the Additional Services described in § 3 in accordance with the pricing terms specified in the Agreement, in the case of Services ordered by the Customer online in the price list available at [www.atman.pl](http://www.atman.pl)
3. If SSDs are used as part of the Dedicated Server Service, Atman defines the following classes of drives available, including the following parameters of the DWPD:

Class	DWPD <sup>1</sup>
Consumer	0.2
Read-intensive	0.8
Mixed-use	2
Write-intensive	5

4. Atman provides the Customer with the Customer Panel as part of the Service, which enables monitoring and management of the server, services, settlements and payments.
5. Atman reserves the right to limit access to the global Internet network to the bandwidth of 1 Mbps band in the event that the Customer exceeds 30 TB of data transferred up the Internet network (outbound traffic) in a given Settlement Period.

### § 3 Additional Services

Name	Description	Variants and parameters
Additional IPv4 address	Additional IPv4 address for your server. Maximum of 30 addresses per server.	–
Connection of a USB key	Connection of a USB key sent from the Customer to the server; whereas for safety reasons it is forbidden to use the devices that: <ul style="list-style-type: none"> <li>• require external power supply</li> <li>• are used to transmit data/access the Internet (e.g. modems)</li> </ul> Atman is not liable for the proper operation of the sent equipment.	–
DC of choice	Possibility to choose data center in which the service is provided	WAW-1
		WAW-2
Enhanced SLA	Shortening the remedy time of the Hardware Incident (TRHI) from the standard value specified in § 2.	up to 4 h
Internet port	Changing the throughput of the external Internet port from the standard value specified in § 2.	up to 1 Gbps
Internal network	Connection between all customer servers with the purchased “Internal network” service on separate network cards, with bandwidth compatible with the chosen variant in the area of one Data Center.	up to 1 Gbps
		up to 10 Gbps
		up to 1 Gbps

<sup>1</sup> Drive Writes Per Day (DWPD) – the SSD disk parameter specifying the available daily number of data records/deletion cycles on the disk.

Name	Description	Variants and parameters
DC – DC network	Connection between services located in two different Data Center WAW-1 and WAW-2.	up to 10 Gbps
Cross-service connection	Connection between different type of Data Center Services for e.g. Dedicated Server Service and other Data Center services such as: Colocation or Cloud in the area of one data center.	up to 1 Gbps
		up to 10 Gbps
		up to 20 Gbps
Backup FTP space	Backup space in a safe and reliable RAID matrix, physically separated from the Customer's server.	100 GB
		500 GB
		1000 GB
		2000 GB
		3000 GB
		4000 GB
Atman AntiDDoS	Network infrastructure protection against all the most common types of volumetric attacks, including SYN flood, UDP flood, ICMP flood, NTP reflection, with higher parameters of protection against attacks than in the basic plan (Level 0), according to the chosen variant.	Level 1 scrubbing from 1.1 Gbps / 0.12 Mpps to 2.5 Gbps / 2 Mpps
		Level 2 scrubbing from 1.1 Gbps / 0.12 Mpps to 5 Gbps / 5 Mpps
		Level 3 scrubbing from 1.1 Gbps / 0.12 Mpps to 10 Gbps / 10 Mpps
Server preparation	Installation and/or configuration works on the Dedicated Server Service carried out by Atman employees. This additional service is a subject to acceptance (protocol) together with the Service. Atman is not responsible for the operation of the installation and/or configuration, unless it is the administrator maintaining the Dedicated Server Service.	Installation of the operating system and/or other software from an ISO image owned by Atman (with one administrative account).
		RAID configuration based on the Customer's description and Atman technical capabilities.

#### § 4 Guaranteed parameters

1. Atman guarantees the following quality parameters for the provided Service:
2. Response time to the reported incident, both the Critical Incident, Hardware Incident and Non-Critical Incident (hereinafter: "RTRI") – is understood as the time that has lapsed since Atman received the e-mail reporting the incident and until Atman sends an e-mail confirming that actions have been taken to remedy the incident.
3. Time to remedy the Critical Incident (hereinafter: "TRCI") – is understood as the time that has lapsed since Atman received the e-mail reporting the Critical Incident and until Atman sends an e-mail confirming that the reported incident has been remedied.
4. Time to remedy the Hardware Incident (hereinafter: "TRHI") – is understood as the time that has lapsed since Atman received the e-mail reporting the Hardware Incident (i.e. failure of equipment or subassembly (sub-assemblies) of the leased dedicated server) and until Atman sends an e-mail confirming that the reported incident has been remedied, where for the equipment leased as part of the Dedicated Server Service for the colocation managed by the Customer, the TRHI does not include the time of providing the Atman employees with the equipment by the Customer for the service purposes.

5. Time to remedy the Non-Critical Incident (hereinafter: “TRNI”) – is understood as the time that has lapsed since Atman received the e-mail reporting the Non-Critical Incident and until Atman sends an e-mail confirming that the reported incident has been remedied.
6. The level of the guaranteed quality parameters is shown in the table below:

No.	Parameter	Guaranteed value	Unit
1	RTRI	30	[minutes]
2	TRCI	4	[hours]
3.1	Standard TRHI	24 <sup>2</sup>	[hours]
3.2	Enhanced TRHI	4 <sup>3</sup>	[hours]
4	CUIN	24	[hours]

### § 5 Contractual penalties

1. The SLA parameters and contractual penalties are defined and settled individually for each Service.
2. The below table shows the amount of contractual penalties with respect to the Dedicated Server Service:

No.	Parameter	Amount of contractual penalty
1	RTRI	5% of the subscription fee, regardless of the length of the overrun
2	TRCI	10% of the subscription fee, regardless of the length of the overrun
3	TRHI	200% of the subscription fee for the duration of the failure, after exceeding the Guaranteed value indicated in the table in § 4 above
4	TRNI	5% of the subscription fee, regardless of the length of the overrun

3. The DC – DC network is a service based on shared resources. The values provided indicate the maximum link throughput. The instantaneous transmission speed may be lower and depends on resource usage.

### § 6 Miscellaneous

1. Every hour of failure with respect to the given Service results in a reduction of the fee due for the next settlement period. The amount of reduction of the fee for the given Service constitutes a contractual penalty.
2. This amount is calculated on the basis of the monthly fee paid by the Customer for the given service (monthly subscription). The above calculations are based on a unified number of 30 days a month and 24 hours a day (720 hours a month). Any period of failure exceeding 15 minutes shall be rounded up to the full hour.
3. The maximum amount of contractual penalties (rebate) for the Atman Dedicated Server Service specified in Attachment 1 on a monthly basis may not exceed one-fold of the monthly fee for the provision of this Service, and on an annual basis may not exceed three-fold of the monthly fee for the provision of the Service. The contractual penalties set out in the Agreement are the full liability of Atman for non-performance or improper performance of the Service.
4. Atman reserves the possibility of two technical breaks a year, with a duration of a maximum of 4 hours. The Customer will be notified of any maintenance breaks at least 7 days in advance by e-mail. The time

<sup>2</sup> Default standard value of the TRHI parameter is 24 hours.

<sup>3</sup> Customers who have purchased the additional “Enhanced SLA 4h” service for the Dedicated Server Service will receive TRHI as part of the Service equal to 4 hours.

of inaccessibility of the services related to the announced maintenance breaks is not included in the total time of inaccessibility of the services.

5. For additional services Atman guarantees the same quality parameters as the SLA for the main service.
6. If the additional service combines services with different SLAs, then the SLA with lower parameters applies to the additional service.
7. Atman shall not be liable for any damages arising directly or indirectly and resulting from the Customer's failure to agree to replace hardware, software upgrades or firmware that has been withdrawn from the manufacturer's offerings or where the supplier's technical support for the software or hardware or firmware has expired, has been withdrawn or is no longer available.
8. If the provision of the Dedicated Server Services, listed in the Table of Services in the Attachment 1 to the Agreement, requires from Atman to purchase devices from suppliers, Atman reserves the right to change and postpone the delivery date of the Services in proportion to the suppliers' delivery times of the devices in question, to which the Customer agrees.
9. When using by the Customer, in the range of Services provided by Atman, third-party licenses, Atman is entitled, in case of price changes of the above-mentioned licenses, to update the prices agreed in the Agreement prior to 30-day notification. The price change does not require an amendment and comes into force from the first day of the next billing period from the date of the notification to the Customer, unless a different date is indicated in the notification.
10. If third parties change the amount of the fees related to the provision of the Services concerning electricity, where such change is not dependent on Atman, 30 days prior to the proportional change in the fee resulting therefrom, specified in Attachment 1 to the Agreement, Atman will notify the Customer in writing (including by e-mail) of the amount of new fees. The new amount of fees will become binding 30 days after the date when the notice was sent, which will mean that Atman may charge fees in such new amount. The Parties agree that the change in electricity prices made by Atman does not require the form of a written amendment referred to in art 10.5.
11. If third parties change the amount of fees related to the provision of Services, the change of which is not dependent on Atman (if such fees apply to this Agreement), 30 days prior to the change in the monthly fee resulting therefrom, specified in Attachment 1 to the Agreement, Atman will notify the Customer in writing (including by e-mail) of the amount of new fees. If the Customer does not raise any objection to the proposed change within 14 days of the notice referred to in the foregoing sentence, the new amount of fees will become binding 30 days after the date when the notice was sent, which will mean that Atman may charge fees in such new amount. Changing the Fees does not require the Parties to conclude an amendment. If the Customer raises an objection, Atman may terminate the Agreement without notice.
12. In the event that the provision of the Service is related to the necessity of purchasing third-party support or services for a fixed period of time, and the Customer does not agree to extend the Agreement for a further fixed period of time, Atman shall not be liable in any way for damages resulting directly or indirectly from the improper operation of the Service due to the lack of third-party support for software or hardware, or firmware that has expired. In such a case, the SLA conditions for this Service shall also not apply.
13. The Customer shall be fully responsible for the removal of any content, information, files or applications posted by the Customer on the Dedicated Servers Service or related services ("Content") – in the event of termination of the Agreement, regardless of the form of termination. The Customer agrees to remove the Content within 7 days from the date of termination of the Agreement. After the expiration of the period indicated in the preceding sentence, the content, information, files or applications posted by the Customer in the Content will be removed by Atman without the possibility of restoration. In such case, Atman shall not be liable in any way for their loss by the Customer.