

## **TERMS OF USE FOR INDIVIDUAL SERVICES**

### **LOAD BALANCER SERVICE**

*Version from 10.09.2025*

*Comes into force on September 10, 2025..*

These terms of use of individual services (hereinafter referred to as the "Terms") are an integral part of the User Agreement (hereinafter referred to as the "Agreement").

#### **1. ITEM**

- 1.1. The Contractor provides the Customer with access to the Load Balancer service. The Customer is provided with access to a portion of the infrastructure resources hosted on the Contractor's Technical Platform (hereinafter referred to as the "Service"). The Customer accepts and pays the Contractor for the Service.
- 1.2. The service is provided exclusively in conjunction with one or more other services, such as "Virtual Computing Environment with Control Panel" or "Computing Environment with Container Orchestration".

#### **2. SERVICE SPECIFICATION**

- 2.1. Service Description:
  - 2.1.1. The Load Balancer service is a network tool that distributes incoming network traffic between servers at the L-4 level.
  - 2.1.2. This service is designed to ensure fault tolerance, high availability, and scalability of the infrastructure. The load balancer automatically reroutes traffic in the event of a server failure or unavailability.
  - 2.1.3. The service distributes traffic using available algorithms.

#### **3. PROCEDURE FOR PROVIDING SERVICES**

- 3.1. The Customer may order the Service through the Personal Account by submitting a request to the Contractor in any of the following ways: by telephone, through the website, by email, or in a messenger.
- 3.2. The provision of the Service begins from the moment the Service is created in the Personal Account, after the conditions described in paragraph 3.1 of the Terms have been met.
- 3.3. The customer can carry out work directly from the Personal Account.
- 3.4. The customer configures the load balancer independently.
- 3.5. Account quotas are set by the Contractor automatically and can be changed upon request if the Contractor has the technical capability to do so.

**4. RESPONSIBILITY OF THE PARTIES**

4.1. The distribution of responsibility for ensuring the operability and security of services between the Contractor and the Customer is carried out as follows:

- Data – Customer
- Routing Rules Configuration - Customer
- Virtualization Platform - Performer
- Hardware Platform - Performer
- Network Infrastructure - Contractor

**5. SERVICE LEVEL ASSURANCE (SLA)**

5.1. The Contractor undertakes to ensure the processing of the Customer’s requests under the following conditions:

<b>Group of appeals</b>	<b>Task</b>	<b>Time</b>	<b>Period</b>
Customer Requests	Increasing Personal Account quotas	20 minutes	24/7/365
Customer Requests	Reset/change your Personal Account password	20 minutes	24/7/365
Customer Requests	Establishing a network connection between two availability zones	30 minutes	24/7/365
Troubleshooting	Critical malfunctions resulting in a complete shutdown of the Customer's services.	60 min	24/7/365
Troubleshooting	Malfunctions that have a minor impact on the operation of the Customer's main services.	4 hours	24/7/365

5.2. The above requests are accepted via the Contractor's official Telegram bot (all requests are automatically registered in the Contractor's CRM):@PRO DATA Support Botor by phone: +7 (747) 507 3022.

5.3. Response time (responses to questions and requests) via instant messaging protocols (Telegram bot: @PRO\_DATA\_Support\_Bot) is up to 10 minutes during normal operation and may be extended in the event of an emergency. Response time via email can be up to 24 hours.

- 5.4. Technical support is available 24/7, 7 days a week, 7 days a week, and 7 days a week. Requests may take up to 24 hours to process. If a request is beyond the technical support department's purview, it will be escalated to the appropriate department.
- 5.5. The Contractor guarantees availability of the Service under this Agreement (SLA) during the reporting period of 99.9%.
- 5.6. In the event of a violation of the above service level, the Customer will be paid the following compensation as a percentage of the cost of the reporting period of rent of the allocated computing resources at the time of the violation:

Total availability time	Amount of compensation
More than 99.9%	0%
less than 99.9% but more than 99.0%	5%
less than 99.0% but more than 95%	10%
less than 95.0%	15%

- 5.7. Under no circumstances may compensation under the SLA exceed the amount paid by the Customer for a month of using the Service.
- 5.8. The time of unavailability of the Service due to scheduled maintenance work is not subject to compensation.
- 5.9. Downtime associated with traffic routing rules settings applied by the Customer is not subject to compensation.
- 5.10. Downtime due to unavailability or change of the end server or host is not eligible for compensation.
- 5.11. Downtime caused by force majeure and other circumstances that did not occur through the fault of the Contractor is not subject to compensation.
- 5.12. Downtime caused by the actions (inactions) of the Customer is not subject to compensation.
- 5.13. Unavailability of the Service (downtime) is defined as the time interval recorded by the Contractor based on its own data, and/or the time interval from the moment the Customer sends to the Contractor a message about the Unavailability of the Service via the Contractor's official Telegram bot (all requests are automatically registered in the Contractor's CRM): @PRO\_DATA\_Support\_Bot or by phone: +7 (747) 507 3022, the fact of which was subsequently confirmed by the Contractor, and the moment the Service is resumed after the Contractor completes the restoration work.

- 5.14. The provided Compensation is a discount that reduces the cost of Services during the Reporting Period in which the Contractor calculated the Compensation and cannot be used in any other way. Providing Compensation does not imply payment of funds to the Client.
- 5.15. In the event of loss and/or damage to the Customer's information or content as a result of an accident caused by the Contractor, the Customer shall, upon request, be provided with compensation in the amount of 50% of the cost of services consumed in the reporting period during which the said loss and/or damage occurred.
- 5.16. The Contractor shall not be liable for lost profits or any indirect damages incurred by the Customer during the period of use or non-use of the Contractor's Services/Works (in full or in part).
- 5.17. The Contractor is liable for damage caused to the Customer as a result of the use or non-use of the Services/Works of the Contractor (in whole or in part), only if the fault of the Contractor is proven, in an amount proportional to the share of the subscription fee for the period of downtime.