

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, consisting in providing the Customer by Server Platform with the exclusive use of a server located in ATM server room, which proper functioning is provided by ATM and which remains the property of ATM 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 ATM, and which are described in the Regulations, as well as excluding scheduled maintenance work about which ATM 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 ATM. ATM ensures the proper functioning of the Server Platform; it also remains the property of ATM. 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 ATM at <http://atman.pl/>, enabling authorized clients to manage, configure and monitor their services using the tools available there.
- *Scheduled Work* - work performed by ATM, related to the maintenance of the Service, which may affect its availability.
- *Technical Consultation (TC)* – any professional assistance provided by ATM in the use by the Customer of the Services provided by ATM. In particular, TC may involve assistance in configuring the Customer's devices that support the Services provided by ATM.

§ 2 Technical parameters

1. ATM 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
 - 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 art. 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
3. If SSDs are used as part of the Dedicated Server Service, ATM defines the following classes of drives available, including the following parameters of the DWPD:

Class	DWPD ¹
Consumer	0.2
Read-intensive	0.8
Mixed-use	2
Write-intensive	5

4. ATM 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. ATM 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.

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

§ 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	<p>Connection of a USB key sent from the Customer to the server; whereas for safety reasons it is forbidden to use the devices that:</p> <ul style="list-style-type: none"> • Require external power supply • Are used to transmit data/access the Internet (e.g. modems) <p>ATM is not liable for the proper operation of the sent equipment.</p>	-
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 art. 2.	4 h
Internet port	Changing the throughput of the external Internet port from the standard value specified in art. 2.	1 Gbps
Internal network	Connection between all client servers with the purchased "Internal network" service on separate network cards, with bandwidth compatible with the chosen variant	1 Gbps
		10 Gbps
		25 Gbps
Cross-service connection	Connection between the Dedicated Server Service and other Data Center services such as: Colocation or Cloud.	1 Gbps
		10 Gbps
		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
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

§ 4
Guaranteed parameters

1. ATM guarantees the following quality parameters for the provided Service:
 - a. 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 ATM received the e-mail reporting the incident and until ATM sends an e-mail confirming that actions have been taken to remedy the incident.
 - b. Time to remedy the Critical Incident (hereinafter: "TRCI") - is understood as the time that has lapsed since ATM received the e-mail reporting the Critical Incident and until ATM sends an e-mail confirming that the reported incident has been remedied.
 - c. Time to remedy the Hardware Incident (hereinafter: "TRHI") - is understood as the time that has lapsed since ATM received the e-mail reporting the Hardware Incident (i.e. failure of equipment or subassembly (sub-assemblies) of the leased dedicated server) and until ATM 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 ATM employees with the equipment by the Customer for the service purposes.
 - d. Time to remedy the Non-Critical Incident (hereinafter: "TRNI") - is understood as the time that has lapsed since ATM received the e-mail reporting the Non-Critical Incident and until ATM sends an e-mail confirming that the reported incident has been remedied.

- 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 ²	[hours]
3.2	Enhanced TRHI	4 ³	[hours]
4	CUIN	24	[hours]

§ 5 Contractual penalties

- The SLA parameters and contractual penalties are defined and settled individually for each Service.
- 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 art. 4 above
4	TRNI	5% of the subscription fee, regardless of the length of the overrun

§ 6 Miscellaneous

- 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.
- 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.
- 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 ATM for non-performance or improper performance of the Service.
- ATM 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 of inaccessibility of the services related to the announced maintenance breaks is not included in the total time of inaccessibility of the services.

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² Default standard value of the TRHI parameter is 24 hours.

³ 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.