

Rules for Provision of the Software Hosting Service

I. GENERAL PROVISIONS

1. This document (hereinafter – the Rules) lays down the general terms and conditions of software hosting provided by TELIA LIETUVA, AB (hereinafter – Telia) to business customers together with cloud services, including components, technical parameters, quality standards, and other terms and conditions related to the provision and use of the service (hereinafter referred to as the Software Hosting or Service).
2. The Service shall be ordered when the Customer and Telia sign the Agreement and the Service order. The Order shall be submitted in writing.
3. This Service shall be ordered only together with other services of Telia: *Cloud Computing* and/or *Server and System Maintenance* services. The Customer shall have the right to use the same manufacturer's, i.e. Microsoft, software, which shall not be hosted from Telia, as defined in the Annexes to these Rules. In this case, all provisions of these Rules shall apply to the Customer, except for changes/accounting of rates and other conditions related to the charging for the hosting of this manufacturer's software.

II. DEFINITIONS

4. The definitions of the terms used in these Rules shall be as follows:
5. **Software (SW)** means a copyrighted object created and licensed by a software manufacturer (hereinafter – the Software Manufacturer).
6. **Software Use License (SW License)** means a document that specifies the conditions under which a user may use software.
7. **Customer** means a Telia's business Customer who has placed an Order for Software Hosting. Only a person duly authorized by the Customer shall represent the Customer.

III. THE CUSTOMER'S RIGHTS AND OBLIGATIONS

8. The Customer may use the SW Hosting by acting in accordance with contractual documents only. The use of SW means that the SW is loaded into the short-term or long-term memory of the device in use.
9. The Customer undertakes not to attempt to gain access rights to system resources to which only Telia has access and not to take any actions that violate security, including scanning the network port or setting up the operating system, unless Telia grants such a right.
10. Information shall be sent to the Customer using the contact details specified in the Order. Solely the person specified in the Order as a contact person or another duly authorized person shall have the right to order, on the Customer's behalf, additional works or other actions specified in the power of attorney or in the Order for a specific service. If the person is not duly authorized, Telia shall have the right to refuse to perform certain requested works or actions.
11. The Customer undertakes:
 - 11.1. not to use the SW Hosting for publication, reproduction or distribution of any SW or another material that is protected by copyright or intellectual property laws, if such actions are prohibited by law and/or violate the rights of third parties;
 - 11.2. not to use the SW Hosting for the use or posting of information, SW, intellectual property, trademarks or commercial information prohibited by law and / or infringing rights of third parties on any communication network or terminal equipment (including computers);
 - 11.3. not to use Telia's trademarks without a prior approval and Telia's separate written consent;
 - 11.4. not to use the information constituting the Service or protected information in any way other than using the SW Hosting in accordance with the Agreement and the Rules;
12. By using the SW Hosting, the Customer understands and agrees that all statements submitted by the Customer electronically shall represent the Customer's consent and intent to assume all obligations arising out of such consents and transactions, and to pay for them properly. The Customer shall be considered to have agreed and intended to assume obligations for all electronically submitted records related to all transactions concluded on the

Service self-service website, including notifications of the SW Hosting orders, cancellations, rules and contracts.

13. The Customer shall indemnify for losses incurred by Telia as a result of:

- 13.1. a damage, destruction, loss, unauthorized impact or modification of the SW or tools provided by Telia, other illegal actions of the Customer or due to the use of the SW Hosting by deviating from, or failing to comply with, the terms and conditions laid down in the Rules.

IV. TELIA'S RIGHTS AND OBLIGATIONS

14. Telia reserves the right to hire subcontractors to perform its obligations, while remaining liable to the Customer for their actions.
15. If Telia terminates the provision of the SW Hosting due to the Customer's breach of its contractual obligations, Telia reserves the right to claim compensation from the Customer for losses incurred due to the Customer's fault.
16. In any case, Telia's liability for the provision of the SW Hosting shall, under any circumstances, always be limited to the amount corresponding to the 1 (one) month's fee paid by the Customer for the use of the SW Hosting.
17. Telia shall have the right to change the technical functionality of the SW Hosting at any time without compromising the quality parameters of the service ordered by the Customer as specified in the contractual documents.
18. Given the fact that the Customer is obliged to ensure Internet connection for using the SW Hosting, Telia shall not be responsible for any disruptions in the Internet connection provided by another supplier. Also, Telia shall not be responsible for the Customer's inability to use the SW Hosting due to failures in electronic communications networks of third parties or due to the fault of other third parties providing electronic communications services, or the loss, distortion, etc. of information due to disruptions in electronic communications networks.
19. Under no circumstances shall Telia be liable for any disclose or any other publication or loss of data through no fault of Telia.

V. RULES FOR THE USE OF SW FOR SPECIFIC TO THIRD-PARTY SOFTWARE

20. The SW Hosting Rules shall cover the following third-party software:
 - 20.1. Microsoft SW Hosting under the Service Provider License Agreement program (hereinafter – Microsoft SPLA).
 - 20.2. PLESK P! SW Hosting under the Plesk Partner Program (hereinafter – PLESK).

VI. SERVICE CHARGING CONDITIONS

21. The Service shall be charged based on the actual use of licenses for the reporting month.
22. The charge shall be based on the maximum number of licenses used during the month.
23. The number of licenses used on the last day of the month shall be charged at the rates agreed by the parties.
24. The specific accounting and settlement procedure is described in the annexes:
 - 24.1. Microsoft SPLA – Annex No.1
 - 24.2. PLESK – Annex No. 2

VII. CONDITIONS OF RESTRICTION AND TERMINATION OF THE SW HOSTING PROVISION

25. Telia shall have the right to immediately terminate the provision of the SW Hosting and cancel the SW, and remove access rights, if the Customer is declared bankrupt, enters into liquidation, the provision of the main service specified in paragraph 3 of the Rules is interrupted, or fails to pay for the SW Hosting in due time.
26. If the Customer refuses the SW Hosting and/or terminates the Agreement, or if the Agreement expires on other grounds, the SW shall be cancelled, and access rights shall be removed.

Annex No. 1 to the Rules for Provision of the Software Hosting Service
Rules for Provision of Microsoft SPLA Software

I. Terms and conditions for provision of the Service:

1. In order to use Microsoft software on the Telia Cloud platform, the Customer undertakes to purchase the SPLA License Monitoring and Control Service.
2. Telia undertakes to:
 - 2.1. provide the necessary software for license monitoring and declaration;
 - 2.2. inform the Customer about changes in licenses (monthly or daily, depending on technical capabilities);
 - 2.3. provide consultations on the correct use of licenses (up to 1 hour/month, regardless of the number of licenses).
3. The Customer undertakes to:
 - 3.1. install and use the SW accounting tool provided by Telia;
 - 3.2. respond to notifications on changes in licenses sent by Telia in the form specified in the communication messages;
 - 3.3. inform Telia about planned changes in licenses (installation, uninstallation of new SW, etc.);
 - 3.4. If, due to technical capabilities or other important reasons, the Customer is unable to use the automated tool for license accounting, this shall not exempt the Customer from the obligation to declare license use in accordance with the procedure set out below:
 - 3.4.1. No later than by the 5th day of each month, the Customer shall fill out the declaration form provided by Telia and submit materials proving the fact of use (e.g., a screenshot of the server screen showing the above information).
 - 3.5. To perform other obligations provided for in the Agreement.
4. Telia reserves the right to change the content or form of the declaration, its scope, and/or request additional or other materials proving the facts of use at any time.

II. Accounting procedure:

5. The Software Hosting shall be charged based on the actual use of licenses during the previous reporting month.
6. The charge shall be based on the maximum number of licenses used during the reporting month.
7. The number of licenses used on the last day of the month shall be charged at the rates specified in the Customer's order.
8. If the SW is not included in the Order form, but the Customer actually uses it, Telia reserves the right to charge the Customer the standard SW rates specified on the IT Support self-service portal at <https://support.telia.lt>.

III. Standard Microsoft SPLA SW rates:

9. Standard SW rates are published on the Telia IT Support portal at <https://support.telia.lt>.
10. Telia reserves the right to change the standard Microsoft SPLA license rates by the same percentage as Microsoft changes the SW Hosting prices.
11. Telia undertakes to notify the Customer of price changes at least 30 days in advance.

IV. Possibility to use licenses purchased through other Microsoft licensing programs:

12. On the Telia Cloud platform, the Customer shall have the right to use Microsoft licenses ordered not through Telia, if they have a valid Software Assurance.
13. On servers hosted by Telia, the Customer shall have the right to use licenses without a Software Assurance, but only if other Microsoft SPLA licenses rented from Telia are not used.
14. No later than 30 days after installing the licenses on virtual servers, the Customer shall inform Telia about the licenses used that were not ordered through Telia and prove the validity of the license mobility/software assurance in accordance with the Microsoft procedures in force at that time. If the Customer fails to notify Telia in a timely manner or otherwise fails to comply with the requirements of this paragraph, Telia shall have the right to charge the Customer at the rates specified on the support.telia.lt self-service portal and to independently declare the use of such licenses in accordance with the SPLA SW usage procedure set forth in these Rules.

V. Procedures and rules for the use of the Software:

Scope of Microsoft SW Hosting fees

I. Windows Server operating system on the Telia Cloud platform	II. Windows Server operating system on dedicated customer servers
1. Only the latest and two previous versions of the OS SW shall be used. 2. It shall not be possible for the Customer to use its existing Windows Server license on the Telia Cloud platform. 3. The OS SW shall be ordered as part of the Telia Cloud platform: the procedure for ordering and provision of the service specified in the Telia Cloud agreement shall apply.	1. The OS installation shall be performed by a Telia administrator. 2. The Customer can choose an OS version (Standard or Datacenter) and license (e.g., 2022/2025). 3. The required number of the SW shall be calculated according to the Microsoft licensing procedures described in the Microsoft SPUR terms and conditions.
III. Windows RDS (terminal) connection license for a user	15. SQL Server
1. The Customer shall get familiar with the procedures for use and accounting of Terminal users published in the <i>Telia knowledge</i>	1. Only the latest and two previous versions of the SQL SW shall be used.

base >> Telia Cloud >> Microsoft Software License Accounting section at https://teliasupport.atlassian.net/wiki/spaces/IBPPV. - The Customer shall be responsible for the optimal management of terminal access rights for users. - The Customer shall inform Telia about users who may be subject to licensing exceptions under the SPUR terms and conditions (e.g. system users). Failure to inform shall mean that a licence is required for a user with terminal access to the server. - Telia shall activate the unlimited functionality of access rights for terminal users on the terminal server. - The number of the SW subject to a fee shall be estimated based on the number of the Customer's users with access to the terminal service in accordance with the Microsoft SPUR terms and conditions. - According to the procedures specified in Microsoft SPUR, RDS licenses shall be required in all cases where a user or administrator accesses the Windows Server graphical environment, not only when the RDS service is used.	- SQL installation/reinstallation works shall be performed by a Telia administrator into the Windows Server environment already in place. - Installation works, when it is not possible to install activated SW from a template, shall be subject to a fee. - The Customer shall have the right to use the free SQL Server Developer Edition version for testing and SW development purposes, when production data and calculations are not running on it. - The Customer undertakes to inform Telia in writing that the DB is used for testing/SW development purposes. - In the event of failure to inform, Telia shall deem that the Customer is using the SQL Server Enterprise license; - Various SQL Server Enterprise functionalities (integration/reporting services, etc.) may be running on the Customer's SQL Server Standard virtual machine. If they are not deleted from the server, Telia shall assume that the Customer is using the SQL Server Enterprise version.
IV. Microsoft Office - According to Microsoft procedures, the Customer shall order the same number of Windows RDS licenses. - Telia shall install MS Office SW and activate the unlimited functionality of its use on the terminal server (the number of MS Office licenses shall correspond to the number of terminal users). - The number of the SW subject to a fee shall be estimated based on the number of the Customer's users who can access to the terminal service and use MS Office SW in accordance with the terms and conditions defined by Microsoft SPUR.	V. Microsoft Office 365 - Telia shall be ensured the possibility to install the SW packages necessary for the use of the SW. - The SW used on the Customer's server shall not be subject to additional fees. Telia shall only create the conditions for the Customer who has the rights to use the M365 SW to use it on the server as well. - The Customer shall provide the M365 SW that will be used on the server with the tenant ID. - It shall not be required that the number of Office 365 SW shall correspond to the number of terminal users.
VI. Microsoft Dynamics / Dyn365 - The Customer may use on The Telia Cloud platform its existing Dynamics SW, which Microsoft allows to use on shared servers. - The Customer shall inform Telia and Microsoft thereof by completing an additional document confirming the transfer of SW. - Without the above approval, any use of Dynamics SW shall be considered unauthorized, and Telia reserves the right to charge the Customer using the standard prices for Microsoft Dynamics published in the Microsoft SPLA pricelist.	VII. Visual Studio Free use of Visual Studio Community shall be permitted when the Customer complies with Microsoft's licensing procedures: https://visualstudio.microsoft.com/license-terms/vs2022-ga-community/

VI. Microsoft audit procedure:

- Microsoft regularly audits the Microsoft SW licenses used in Telia services. Microsoft may conduct audits directly or by hiring third parties (audit companies).
- During the audits, it shall be checked whether the SW provided to customers with Telia services is used in accordance with the terms and conditions of the SPLA and the SPUR rules. Having found any non-compliances in the use of the SW licensing terms and conditions, Microsoft shall calculate the damages incurred for the software used illegally or not fully in accordance with the contractual requirements of the manufacturer or Telia as follows: 125% of the license price applicable at the time of the audit for the entire period of time from the start of the Agreement between Telia and the Customer (unless indisputable evidence (which the Microsoft's auditor accepts) is provided proving that the software was used for a shorter period of time). If specific violations are identified, the Customer undertakes to compensate for the damage caused.
- In order to avoid the risk referred to in paragraph 14 hereof, the Customer and Telia agree that as from the second month of use of the Cloud Computing and IT Maintenance services, the Customer shall undertake to use the tool provided by Telia for Microsoft license accounting.
- Based on the data collected, Telia shall declare to the manufacturer the amount of the licences used each month, without naming the company name of the Customer using the SW.
- If, during an audit, it is found that the Customer's servers are using the SW in violation of the procedures specified in this document and/or the SPUR, Telia shall transfer to the Customer any fines, damages, or other penalties imposed by Microsoft.
- Telia shall not participate in disputes between the Customer and Microsoft, unless Microsoft requests otherwise.

VII. TERMS OF USE OF THE SW, PUBLIC DOCUMENTS

- The Customer undertakes to get familiar with and comply with all of the manufacturer's documents listed below (or their latest versions, when published):
 - Microsoft Services Provider License Agreement (SPLA), Services Provider Use Rights (SPUR) <https://www.microsoft.com/licensing/spur>
 - Microsoft End User Terms: [https://www.telia.lt/medias/end-user-license-terms.pdf?context=bWFzdGVyfGZja0ltYWdlfDEyNTk0NXhchBSaWNhdGlvbi9wZGZ8ZmNrSW1hZ2UvaDhhL2g0Mi8xMzM1MDAxNzQzMzYzMC5wZGZ8MzFkNjFmOWNkMjgzODlyZDdkYzgzYzExZmU0OGQ0NWm1OTU3Y2Y3YjQ1MTg2MjA5MjFhM2ZmMWM4ZmlzYTRmZA](https://www.telia.lt/medias/end-user-license-terms.pdf?context=bWFzdGVyfGZja0ltYWdlfDEyNTk0NXhchBSaWNhdGlvbi9wZGZ8ZmNrSW1hZ2UvaDhhL2g0Mi8xMzM1MDAxNzQzMzYzMC5wZGZ8MzFkNjFmOWNkMjgzODlyZDdkYzgzYzExZmU0OGQ0NWm1OTU3Y2Y3YjQ1MTg2MjA5MjFhM2ZmMWM4ZmlzYTRmZAhttps://www.telia.lt/medias/end-user-license-terms.pdf?context=bWFzdGVyfGZja0ltYWdlfDEyNTk0NXhchBSaWNhdGlvbi9wZGZ8ZmNrSW1hZ2UvaDhhL2g0Mi8xMzM1MDAxNzQzMzYzMC5wZGZ8MzFkNjFmOWNkMjgzODlyZDdkYzgzYzExZmU0OGQ0NWm1OTU3Y2Y3YjQ1MTg2MjA5MjFhM2ZmMWM4ZmlzYTRmZA)
- Other useful information is available in the Telia Microsoft SPLA license FAQ at <https://teliasupport.atlassian.net/wiki/spaces/IBPPV/pages/49971201/Microsoft+programin+s+rangos+licencij+apskaita>

Annex No. 2 to the Rules for Provision of the Software Hosting Service
Rules for Provision of PLESK Software

I. The SW accounting procedure:

1. The Software Hosting shall be charged based on the actual use of licenses for the previous reporting month.
2. The charge shall be based on the maximum number of licenses used during the reporting month.
3. The number of licenses used on the last day of the month shall be charged at the rates specified in the Customer's order.
4. If the SW is not included in the Customer's order, but the Customer actually uses it, Telia reserves the right to charge the Customer the standard SW rates specified on the IT Support self-service portal at <https://support.telia.it>.

II. Standard PLESK SW rates:

5. Standard SW rates are published on the Telia IT Support portal at <https://support.telia.it>.
6. Telia reserves the right to change the standard PLESK license rates by the same percentage as the SW manufacturer PLESK changes the SW Hosting prices. Telia undertakes to notify the Customer of price changes at least 30 days in advance.

III. Procedures and rules for the use of the Software:

I. Plesk
1. Prerequisites for provision of the service: 1.1. The Customer may use only one copy of the Plesk SW, which shall be activated once by entering a license key in the existing or hosted server or any server otherwise managed by the Customer (virtual or physical); 1.2. The Plesk SW shall only be used and distributed to a number of servers corresponding to the number of the SW license keys acquired by the Customer; 1.3. The Customer may make only one automatically scannable backup copy of the Plesk SW; 1.4. The Customer may use the Plesk SW and Plesk SW documentation for internal use purposes, and not for the work of a service office or the needs of multiple users. 2. Installation and standard maintenance works 2.1. Generation and activation of a Plesk product license key.

IV. TERMS OF USE OF THE SW, PUBLIC DOCUMENTS

7. The Customer undertakes to get familiar with and comply with all of the manufacturer's documents listed below (or their latest versions, when published):
 - 7.1. Plesk End-User License Agreement - <https://www.plesk.com/legal/>.