

GENERAL RULES FOR THE PROVISION OF THE SERVER AND SYSTEM MAINTENANCE SERVICE

I. GENERAL PROVISIONS

1. This document shall set out the general terms and conditions for the provision of server and system maintenance services, components, technical parameters, quality standards and other terms and conditions relating to the provision and use of the Service.
2. The Service shall be ordered when the Customer (hereinafter referred to as the "Customer") and Telia Lietuva AB (hereinafter referred to as "Telia") sign the Agreement and the order for the Service. The order shall be made in writing.
3. The components of the Service, which may (as applicable) be subject to these Rules for the Provision of the Service shall include:
 - 3.1. Maintenance of server hardware (HW)
 - 3.2. Maintenance of data warehouse
 - 3.3. Maintenance of virtualisation platform server
 - 3.4. Maintenance of Windows OS
 - 3.5. Maintenance of Windows OS roles and services
 - 3.6. Maintenance of Windows Active Directory roles (AD, DNS, DHCP, CA)
 - 3.7. Maintenance of Windows Internet Service (IIS)
 - 3.8. Maintenance of Windows Exchange Server
 - 3.9. Maintenance of Microsoft SQL DB
 - 3.10. Maintenance of Linux OS
 - 3.11. Maintenance of Linux OS roles and services
 - 3.12. Maintenance of Linux e-mail services
 - 3.13. Maintenance of Linux Website Services (LAMP)
 - 3.14. Maintenance of Linux database
 - 3.15. Maintenance of Application and Middleware
 - 3.16. Maintenance of Oracle DB
 - 3.17. Maintenance of Telia Call Centre
 - 3.18. Maintenance of Skype for Business Server
4. The entire Customer Agreement shall consist of the following documents:
 - 4.1. the Telia Universal Service Agreement,
 - 4.2. the Server and System Maintenance Service Order Sheet (hereinafter referred to as the "Order") and
 - 4.3. the Rules for the Provision of the Service (hereinafter referred to as the "Rules") which shall consist of the following documents:
 - the General Rules (this document),
 - the Technical functionalities of the components of the Service.
5. These Rules shall apply only to those components of the Service ordered by the Customer that are listed in the Order signed by the Customer. The Order shall also specify the quantities of the components selected by the Customer, the selected Service Level Agreement (SLA), the quality parameters, the price and, if necessary, other terms and conditions for the provision of the Service and its components.
6. The General Rules and the Technical Functionalities of the Service Components shall be published on Telia website www.telia.lt.
7. Detailed descriptions of the Service shall not be publicly available and may be provided to the Customer at the time of sale together with the Offer for the Service and at the time of signature of the Agreement.

II. DEFINITIONS

8. For the purposes of these Rules, the following definitions shall apply:
 - 8.1. **"Service Time"** shall mean the agreed time during which Customer's Incidents or queries are dealt with. The Service Time shall be defined in the Service Level Agreement (SLA) for the selected Service.
 - 8.2. **"Working Day"** shall mean any day from Monday to Friday, excluding public holidays;
 - 8.3. **"IMACD Request"** (Installation, Move, Add, Change, and Disposal) shall mean installation, movement, adding, change, and disposal of technical IT equipment.
 - 8.4. **"Incident"** shall mean a malfunction or failure of the Service which has or may have an effect on the operation of the Service or the Customer's use of the Service.

- 8.5. **"Operating System" (OS)** shall mean the system software that manages the server hardware and software resources and provides general Services to server applications;
- 8.6. **"Additional Works"** shall mean the works requested by the Customer which are not included in any of the Customer Contracts or which is not a part of the ordered Service or which is to be carried out after the agreed Service Time.
- 8.7. **"Service"** shall mean the Service ordered by the Customer and provided by Telia, which includes the maintenance of the components of the Service. The components of the Service shall be defined in more detail in the Annex "Technical Functionalities of the Service Components" to these Rules, and the exact scope of the Service ordered by the Customer and the quantities of the components to be ordered shall be specified in the Orders.
- 8.8. **"Change Request"** shall mean an order submitted by the Customer to make changes to the scope of the Service.
- 8.9. **"Standard Change"** shall mean a simple change to the Service for which the method, cost and authority are clear, known and approved by the responsible persons in advance.
- 8.10. **"Service Level Agreement" (SLA)** means an agreement between Telia and the Customer on the qualitative parameters of the Service, the working time, the response time, the query and Incident resolution time, and other indicators of the Service level.
- 8.11. **"Maintenance Window"** shall mean a regular, agreed time for the performance of preventive maintenance (upgrades and corrections) with minimal impact on the Service and its disruption.
- 8.12. **"Problem"** shall mean the cause of one or more Incidents.
- 8.13. **"Maintenance Works"** shall mean the periodic works performed by Telia that is necessary to ensure the proper functioning of the Service (for example, installing fixes and updates, making necessary changes, etc.).
- 8.14. **"Response Time"** shall mean the time between the Customer's request and the assignment of the task to the responsible specialist who starts to solve the Incident.
- 8.15. **Emergency Maintenance Works** shall mean urgent maintenance work to prevent IT risks or Problems.
- 8.16. **"Solution Time"** shall mean the time between the receipt of a request from the Customer and the implementation of the request, Incident resolution or change.
- 8.17. **"Application"** shall mean a software package installed on a server to perform specific tasks for the Customer's organisation. The scope of the Service shall include applications developed in different ways (vendor licensed, open source, home made) and all application environments used.
- 8.18. **"Middleware" (MW)** shall mean a software package installed on the server between the Application and the Operating System that provides communication and data management services to the application that are not provided by the server Operating System.
- 8.19. **"Application Vendor"** shall mean a third party that creates or develops an application and provides application support services to the purchasers of the Application, its customers.
- 8.20. **"Request"** shall mean the Customer's request for information, advice or Standard Change.
- 8.21. **"Customer"** shall mean the legal entity that has requested the Service.
- 8.22. **"User"** shall mean a representative of the Customer who uses the maintained system or server.
- 8.23. **"User Account"** shall mean the environment provided to the Customer, which, once logged in, allows the Customer's representative to view and manage information relating to the Service.

III. TERMS AND CONDITIONS FOR ORDERING, USING AND PROVIDING THE SERVICE

9. The Service shall be provided to business Customers.
10. If the Customer wishes to change the quantity of the ordered component without changing the volume of the component (i.e. the same SLA, etc.), the Order shall not be re-signed (it shall be sufficient to submit a request by an authorised person by e-mail, indicating

which server(s) or system(s) require/do not require maintenance). Additional ordered components shall be subject to the pricing, minimum date of use of the Services and other terms and conditions specified in the initial Order.

11. The Customer shall understand and agree that, in order to use the Service, must ensure access to an internet connection.
12. Telia shall collect and process the data of the Customer or Customer's contact person provided in the registration form for the provision and administration of the Service and for the performance of its obligations under the Agreement (hereinafter referred to as the "Registration Data"). Telia may transfer such data to partners to the extent necessary for Telia to provide the Service.
13. The Service shall not protect against viruses and other harmful software code.
14. The Customer shall understand and agree that for the quality of the Service, backups of the maintained components must be provided. The creation and management of backups and the storage of backups shall not be a part of the Service (unless otherwise specified in the description "Technical Functionalities of the Service Components") and, in addition to this Service, the Customer must order the backup services.
15. By agreeing to the Rules, the Customer shall grant Telia permission to process and store the Registration Data and Data and to disclose the Registration Data or Data as required by law or as Telia deems necessary to (a) comply with legal obligations, (b) comply with the Rules, (c) respond to claims that the Data and/or Registration Data violates the rights of third parties or otherwise violates the law, or (d) protect the interests, rights, property, or personal safety of Telia, its customers, or the public interests.
16. The standard scope of the Service component shall include only software that is supported by the manufacturer. Telia shall not be responsible for ensuring that appropriate manufacturer support agreements are in place.
17. Telia shall have the right to change the list of supported software and hardware if the manufacturer of the software has discontinued support for that software.
18. Telia shall refer to the official websites of the software manufacturers for information on the dates of termination of support for the software.
19. If the hardware and software used by the Customer is outdated and unsupported by the manufacturer, Telia shall provide the Service on a "best effort" basis and shall not be liable for the complete elimination of any failures caused by unsupported software within the time limit set out in the Order for the Service, and shall not otherwise be liable for proper and timely provision of the Service.
20. The server and system uptime periods shall not apply if the computer (hardware and software) equipment (or at least one component of the hardware) is not part of the list of hardware that has been tested by the manufacturer of the Operating System and found to be compatible with the Operating System, or if the hardware is no longer covered by the manufacturer's warranty. Lists of compatible equipment shall be published on the web portals of the Operating System's manufacturers.
21. As the software maintenance deadline approaches, Telia shall inform the Customer of the need to upgrade the software (one year, six months and one month in advance). If the Customer is not in agreement with the manufacturer regarding the software upgrade by the date of the maintenance deadline, the price of maintenance of that software shall be increased by 50% from the date of the manufacturer's maintenance deadline (the increase shall be based on the increase in the number of Incidents and the increased complexity of the troubleshooting process (no support from the manufacturer and third parties shall be available).
The Customer shall agree that such price increase does not constitute a unilateral worsening of the Customer's position allowing termination of the Contract without any obligation to pay the discounts granted during the Contract.
22. The Customer may use the Service only in accordance with the Rules and Telia's instructions.

IV. RIGHTS AND OBLIGATIONS OF THE CUSTOMER

23. The Customer may use the Service only in accordance with the Rules and Telia's instructions.
24. The Customer shall be fully responsible for the management (hosting, removal, sharing, etc.) of its own data, unless otherwise agreed with Telia.
25. The Customer shall undertake not to attempt to gain access rights to the system resources to which only Telia has access, and not to perform any actions that breach security, including network port scanning or Operating System setup, unless Telia has granted Telia the right.
26. Customer shall agree:
 - 26.1. not to take any action with information or material that would cause the Service to be overloaded as compared to the normal load of the Service, including sending of e-mail bombs, chain letters, pyramid schemes and other information through e-mail applications;
 - 26.2. not to use the trademarks of Telia;
 - 26.3. not to use the information contained and stored in the Service other than use of the Service in accordance with the Agreement and the Rules. The Customer shall not reproduce, create versions of, resell or misuse for its own purposes any part of the Service or access to the Service without a prior consent of Telia;
 - 26.4. not to disproportionately burden the equipment used to provide the Service, or intentionally or unintentionally use inadequate system resources (e.g., in the event of a malfunction in the Customer's software equipment or automated mails).
27. It is the Customer's personal responsibility and obligation to ensure that the User Account(s) and password(s) that the Customer creates in order to use the Service are protected from third parties. Telia shall not accept any responsibility for any unauthorised use of the User Account and password by other persons.
28. The Customer shall be informed and understand that if the software manufacturer ceases to provide the end of security support for the software, the risk of cyber threats increases significantly and even the change in the price of the maintenance Services provided for in Clause 21 of these Rules shall not mitigate the increase in risk.
Telia and all software vendors shall notify that the most effective way to mitigate such risks is to update the software.
29. Telia shall not assume responsibility for any Incidents, whether intentional or unintentional, that may occur as a result of the Customer requesting access to the server with administrator rights in writing or by e-mail. As a result, Telia is likely not be able to provide the Service Level of Service (SLA) as specified in the Order for the Service.

V. RIGHTS AND OBLIGATIONS OF TELIA

30. Telia shall reserve the right:
 - 30.1. at its sole discretion and when necessary for technical, operational, maintenance or security reasons, to take measures that may affect access to the Servers and systems under its control;
 - 30.2. to immediately terminate the provision of the Service if the Customer is declared bankrupt, is being wound up or is in default of timely payment for the Services.
 - 30.3. to change the functionality of the Service at any time;
 - 30.4. to hire subcontractors to perform its obligations, remain liable for their actions;
 - 30.5. if Telia terminates the provision of the Service as a result of a breach of the Agreement or the Rules by the Customer, Telia shall reserve the right to claim a compensation for damages incurred through the Customer's fault from the Customer.
 - 30.6. to unilaterally amend/change the Rules, the Terms and Conditions of Service for the Provision of the Service and the rates by giving a 30 days' prior notice to the Customer on www.telia.lt; If such amendments/changes materially adversely affect the Customer's position, Telia shall inform the Customer in writing or by electronic means. In such a case, the Customer shall have the right to withdraw from the Service within the notice period specified in this Clause.

Use of the Service after the entry into force of a amendment to the Rules or the Terms and Conditions for the Provision of the Service or the rates shall mean that the Customer accepts the changes and undertakes to comply with them;

- 30.7. Telia, in providing the Service, following the European Union and/or national legislation regulating aspects of the dissemination of terrorist content on the Internet, and in compliance with the instructions of competent authorities regarding the elimination of terrorist content, shall have the right to immediately temporarily restrict the provision of the Service, or to take any other lawful measures which may affect the proper provision of the Service.
31. Telia shall not be liable:
 - 31.1. for any unauthorised access to data or lack of confidentiality of data in connection with the transmission of information over the internet during the use of the Service;
 - 31.2. for any distortion or corruption of information occurring during the transmission of such information over the Internet;
 - 31.3. for the data, its compliance with legal regulations and does not control it, unless Telia is legally obliged to do so. If the Data contains links to the websites of other organisations or individuals, Telia shall not be responsible for the information contained therein or the activities carried out therein, and does not supervise or control the websites;
 - 31.4. for interruptions in the Internet connection provided by another service provider. Telia shall also not be liable for the Customer's inability to access the systems due to failures in the electronic communications networks of third parties or due to the fault of other companies providing electronic communications Services, or for the loss, distortion, etc. of information due to disruptions in the electronic communications networks;
 - 31.5. if the Customer has been unable to use the Service due to lack of internet connection, computer, software or other equipment, or due to the failure of such equipment.
 - 31.6. for the consequences of changes or Incidents carried out or caused by the Client or by the actions of a third party engaged by the Customer.
32. In no event shall Telia be liable for any disclosure or any loss of the Customer's Data through no fault of Telia.
33. Telia shall not be liable for any consequential damages (including damages for loss of business, profit and data) even if Telia has been advised of the possibility of such damages.
34. The liability of Telia in connection with the provision of the Service shall in all circumstances be limited at all times to an amount equal to 1 (one) month's fee payable by the Customer for use of the Service.

VI. RULES FOR THE USE OF THIRD PARTY SOFTWARE

35. The Customer shall agree that in order to ensure the availability of the Service and obligations of Telia to third parties, personally identifiable information and other data about the Customer may be transferred to a third party directly involved in the production or distribution of the software. Telia shall publish a list of natural and legal persons with whom it has signed personal data sub-processor agreements: <https://www.telia.lt/verslui/Paslaugu-teikimo-taisykles-ir-agrements>.
36. The Customer shall be fully responsible for the timely acquisition of the software by third parties for their own needs, as well as for any improper installation, use, copying and distribution of the software, if such fact is detected, and shall be liable to indemnify Telia or the third party against any damages arising therefrom.
37. The third party and Telia shall not warrant that the third party software is available for uninterrupted use or that the software is fault-tolerant or otherwise free from critical errors or other system errors that may occur due to failures in the network, hardware or software, or due to the occurrence of any other external causes. The Customer shall solely responsible for the safe use of such software and undertake not to use, directly or indirectly, such software

in such a manner, in such situations or on such systems that could cause damage to the environment, personal health or life. The use of third party software in high risk use situations shall be STRICTLY PROHIBITED. High risk uses shall include, but shall not be limited to: the use of aircraft or any other mode of transport associated with the transport of people, nuclear or chemical reaction facilities and Class III medical facilities.

VII. CARRYING OUT MAINTENANCE WORKS

38. Telia shall, on its own initiative, carry out regular Maintenance Works necessary to ensure the proper functioning of the Service. In carrying out preventive maintenance, Telia shall carry out the following actions:
 - 38.1. Implementation of critical patches and updates recommended by the manufacturers of the Service and its components;
 - 38.2. Preventive filling of server disk space
 - Preventive management of disk space;
 - 38.3. Implementation of changes to platforms, infrastructure necessary for the stable provision of the Service;
39. The Customer shall be informed 7 calendar days in advance of planned preventive Maintenance Works that may cause disruptions to the Service.
40. The Customer shall be informed of *emergency* scheduled Maintenance Works at least 12 hours to the start of the Maintenance Works.
41. In the event of a disk space overflow:
 - 41.1. If there is still sufficient time (5% free space) for the Customer to clean or expand the disk space, the Customer shall be informed within 8 service hours.
 - 41.2. If the space is full to the point where there is a real threat of disruption of the Service (2% free space) and there is no decision by the Customer to expand the space, Telia shall, on its own initiative, carry out a disk expansion (so that there is approximately 10% free space after the expansion) (subject to technical feasibility), after which the Customer shall be charged for the actual disk capacity consumed.
42. Information to the Customer shall be sent to the authorised contact person.

VIII. MANAGEMENT OF REQUESTS, CHANGES, INCIDENTS

43. Telia shall undertake to accept and manage requests, changes and Incidents in accordance with the Service Level Agreement (SLA) agreed with the Customer in the Order. The standard Service Level Agreement (SLA), durations, detailed terms and conditions and definitions shall be set out in the form of the Order for the Service.
44. In the event of a failure of the Service or if the Customer requires advice on the use of the IT systems, the Customer shall contact the IT Helpdesk by telephone 1816, by e-mail at ITsupport@telia.lt or the Helpdesk <https://support.telia.lt>.
45. The Customer shall designate at least one contact person to communicate with Telia who shall be authorised to approve orders for Additional Works and to change the quantities of ordered Services. The contact details of the representative shall be specified in the form of the Order prior to the commencement of the Service. The Customer must notify the Helpdesk of any changes in the Customer's contact persons in writing within 5 Working Days.
46. When submitting a request or Incident, the Customer must:
 - 46.1. introduce itself, state the name of the Customer's company;
 - 46.2. identify the disrupted Service, equipment or system;
 - 46.3. describe the substance or nature of the disruption or need as accurately as possible;
 - 46.4. answer any questions posed by the representatives of Telia.
47. Changes, Incidents, requests and Problems shall be managed in accordance with the relevant Telia process descriptions, which have been developed in accordance with good management practice;
48. The following table shall be used to determine the level of impact of an Incident:

Impact/ Priority	Service component operation is limited or suspended	Operation of the Services is partially suspended	Operation of the Service is completely suspended
One user is affected	Low	Low	Medium
Group of users is affected	Low	Medium	High
The entire Customer's organisation is affected	Medium	High	High

49. Reporting. The Customer shall be entitled to receive a standard Incident management report for the previous month. Telia shall reserve the right to change the format of such reports without giving a notice to the Customer. The deadline for submission of reports shall be 30 days from the date of receipt of the request from the Customer.
50. If the time zone used by the Customer is not the same as the time zone used by Telia, the level of Service shall be measured in the time zone used by Telia, unless otherwise agreed by the Customer.
51. In the event of a request, change or Incident by the Customer in respect of Services or components that were not ordered by the Customer or are not a part of the ordered custody components:
 - 51.1. Telia shall have the right to refuse such works;
 - 51.2. If Telia agrees to perform such works, the rates of Additional Works shall apply (see **ADDITIONAL WORKS**).
52. Troubleshooting of Incidents, requests or changes after the contractual Service Time shall be possible only by separate mutual agreement between parties, subject to additional rates (see **ADDITIONAL WORKS**).
53. Execution of emergency changes:
 - 53.1. In the circumstances where through no fault of Telia, the Customer requires an emergency change (e.g. security threat, system recovery from an error), the Customer may initiate an urgent/security change to the scope of the Service provided by Telia.
 - 53.2. Telia shall execute the emergency/security change immediately in accordance with provisions of emergency change process of Telia.
 - 53.3. The Customer shall undertake to pay for such urgent works at double the hourly rate as for normal additional work (see **ADDITIONAL WORKS**).

IX. ADDITIONAL WORKS

54. The Works ordered by the Customer which are not included in any Customer Agreement or which is not included in the components of the ordered Service (in accordance with the Detailed Description) or which is to be carried out after the agreed Service Time shall be considered as additional work. They shall be subject to a separate mutual agreement between the parties.
55. Only the Customer's authorised contact person may order Additional Works. The Customer agrees that all orders for Additional Works, statements and other documents submitted by the Customer electronically are lawful, acknowledged by the Parties and constitute the Customer's agreement and intention to assume the obligations arising from such documents, including the obligation to pay. Such documents shall be deemed by the Parties to be in writing.
56. Unless otherwise agreed, Additional Works shall be charged on the basis of the actual time spent by Telia's employees (rounded to the nearest whole hour) and the actual use of tools and materials required for the work.
57. The Customer shall submit a request for Additional Works to Telia at least three working days to the desired commencement of the works.
58. The estimate of the Additional Works (working hours, costs, rates and timeframes required for the performance of the Additional Works) shall be provided by Telia

to the Customer within two days. The works shall not commence until the Customer's agreement to the estimate is not obtained.

59. The Customer's contact person shall have the right to cancel Additional Works if the works have not yet commenced. Commencement of performance shall be deemed to be the activities of Telia's employees directly related to the fulfilment of the Order.