

Rules of provision of the cloud computing service

I. GENERAL PROVISIONS

1. The Rules of Provision of the Cloud Computing Service (hereinafter – the Rules) lay down the technical parameters of the Cloud Computing service (hereinafter – the Service), the quality assurance standards and other conditions relating to the deployment and use of the Service.
2. In case of a Service malfunction or where the Customer is willing to receive a consultation on the use of IT systems, the Customer shall contact IT Help Desk by calling 1816, by e-mail ITsupport@telia.lt or reaching the Help Desk at <https://support.telia.lt>.
3. Service fees are available on Telia's website at www.telia.lt or on the website of the Help Desk of the Service requested by the Customer <https://support.telia.lt>.
4. The Customer having requested the Service shall also be subject to the Software Hosting Rules published at: <https://www.telia.lt/verslui/paslaugu-teikimo-taisykles-ir-sutartys>. The Customer commits to get familiar and to comply with them.

II. DEFINITIONS

5. These Rules use the definitions laid down in the Agreement and hereinafter in this clause:

5.1. **Data** – information provided, processed or managed by the Customer (stored, transmitted, shared, etc.) using the means provided by the Service.

5.2. **Data Centre** – a data centre that meets TIER III standards, which has servers ensuring the functioning of the Service, and a data repository. The data centre shall meet the following criteria: maintain the required temperature, have an installed automatic extinguishing system, physical security, video surveillance, access control, and a redundant power supply.

5.3. **Incident** – an unplanned malfunction or failure of the Service that has or may have an impact on the quality of the Service.

5.4. **Incident Resolution** – fixing service malfunctions that affect the quality and availability of the Service at the Cloud Computing platform level. Telia shall fix errors and malfunctions of the operating system and the applications operating within it only when the Customer has requested the "Server and System Maintenance" service.

5.5. **Service** – the Cloud Computing service requested by the Customer and provided by Telia, which allows the Customer to use virtual resources, create virtual servers, store server backups and keep their data in an electronic format in accordance with the conditions laid down in the Rules. Cloud Computing operates on one of the two platforms: OpenStack or VMware.

5.6. **Service Modification Requests** – Customer's requests for modifications within the scope of the Service virtualization, infrastructure and networks.

5.7. **Service Availability** – the ratio of the time interval when the Service platform is available and operating, and the period of one month, expressed as a percentage. For the purpose of calculating the availability of the Service, maintenance actions and the time when the Service was not provided due to the fault of the Customer for reasons within the control of the Customer, a fault of third parties or force majeure circumstances shall not be included. The Service Availability shall be specified in the Service Request.

5.8. **Service Self-Service Portal** – a website for managing the Cloud Computing Service, where the Customer can create virtual servers, administer and delete them.

5.9. **Maintenance Actions** – the time when technical maintenance of the Service is performed, during which Service malfunctions are possible. Maintenance actions shall include Telia's routine activities of maintenance of the Cloud Computing Platform, infrastructure monitoring, upgrading and incident resolution, administration of the backup service, administration of Microsoft licenses in accordance with the Microsoft Software Usage Rules, etc.

5.10. **Agreement** – an agreement on service provision between Telia and the Customer.

5.11. **User Account** – login data to the Service Self-Service Website.

III. CONDITIONS FOR REQUESTING, USING AND PROVIDING THE SERVICE

6. The Service shall be provided to business customers.
7. The Service shall be requested by the Customer signing an Agreement with Telia and placing a Service Request with Telia. Requests shall be submitted in writing or electronically on the Service Self-Service Website.
8. The Customer understands and agrees that in order to be able to use the Service, it shall ensure access to the Internet connection.
9. Telia undertakes to provide Customer with access to the Service by means and in accordance with the conditions laid down in the Rules, and to ensure the Service Availability on servers, data repository, backup, network, the Cloud Computing platform and virtualization levels.

10. Telia reserves the right to take measures that may affect access to the Service at its sole discretion and when this is necessary for technical, operational, maintenance or security reasons.

11. Telia shall collect and process data of the Customer or the Customer's contact person provided in the registration that are necessary to provide and administer the Service, and to discharge its obligations under the Agreement (hereinafter – the Registration Data). Telia may transfer this data to partners to the extent necessary for Telia to provide the Service.

12. The Service shall not protect from viruses or another malicious programme code.

13. Unless otherwise agreed with Telia, the Customer shall be fully liable for data management (uploading, deletion, sharing, etc.).

14. By accepting these Rules, the Customer shall grant Telia permission to process and store the Registration Data and the Data, and to disclose the Registration Data or the Data in accordance with the procedure required by law or where Telia believes this to be necessary in order to (a) comply with its legal obligations, (b) comply with the Rules, (c) respond to claims that the Data and / or Registration Data violate third party rights or otherwise violate the law; or to (d) protect interests of Telia, its users or public interests, rights, property or personal security.

15. The Customer may only use the Service in accordance with the Rules and Telia's instructions.

16. Telia shall have the right to:

16.1. change the technical functionality of the Service at any time;

16.2. unilaterally change the Rules, the Service Provision Conditions and the fees having notified the Customer thereof online at www.telia.lt 30 days in advance; if such changes substantially impair the Customer's position, the Customer shall be entitled to refuse the Service within the period of notice specified in this clause. Using the Service after the effective date of any changes to the Rules, the Service Provision Conditions or any fees shall mean that the Customer accepts the changes and undertakes to comply with them;

16.3. immediately restrict the use of the Service completely or in part, if Telia believes this to be necessary or if the Customer has violated the obligations laid down in clause 14 of the Rules;

16.4. hire subcontractors for the performance of its obligations while remaining liable for their actions;

16.5. in providing the Service, Telia shall have the right, in accordance with European Union and/or national legislation regulating aspects of the dissemination of terrorist content on the Internet, and in compliance with the instructions of the competent authorities regarding the removal of terrorist content, to immediately temporarily restrict the provision of the Service, or to take any other lawful measures that may affect proper provision of the Service.

16.6.

17. The Customer undertakes:

17.1. not to use the Service for publishing, reproducing or distributing any software or other material protected by copyright or intellectual property laws, if such actions are prohibited by copyright or intellectual property laws;

17.2. not to use and not to upload any prohibited information, software, intellectual property, trademarks or commercial information on any communications network or terminal equipment (including computers);

17.3. not to use the Service in any way that may overload, disrupt, damage, disable or degrade the Service, or not to use the Service in a way that may transmit, distribute or upload any software or material containing harmful content such as viruses of any kind, spyware, or other potentially harmful software, material or information;

17.4. not to process information in violation of laws of the Republic of Lithuania or international legal acts, including its transmission using the Service;

17.5. not to use the Service to upload, post, e-mail unsolicited messages (including e-mail spam) via electronic channels that allow to take such action. Unsolicited messages or e-mail spam include continuously sending anonymous messages, promotional material or messages that the recipient does not wish to receive;

17.6. not to use the Service to upload, post, e-mail or otherwise process or transmit information in violation of applicable laws (including, but not limited to, information that may be deemed promoting racial hatred, child pornography, defamatory, offensive, inciting violence, illegally describing violence and / or violating copyrights or any other intellectual property laws, or violating legislation governing personal data protection);

17.7. to gain access rights to system resources which can be accessed by Telia only, and to refrain from any actions that compromise security, including scanning a network port or settings of the operating system, unless Telia provides such an opportunity;

17.8. to refrain from taking action on information or material that would cause a sudden load on the Service compared to the normal Service load, including sending e-mail bombs, chain letters, pyramid schemes and other information using e-mail systems;

17.9. not to disseminate and not to create favourable conditions for disseminating data, web pages or e-mail messages that are offensive, indecent, threatening, violating privacy, used to attack racial, ethnic or other groups, are harmful, incite physical or psychological violence, promote illegal actions, etc;

17.10. not to use Telia's trademarks;

17.11. not to use information constituting the Service and stored in any other way than using the Service in accordance with the Agreement and the Rules. The Customer shall not reproduce, create versions, resell or misuse any portion of the Service or access to the Service without Telia's prior consent;

17.12. to refrain from disproportionately loading the equipment used to provide the Service, or intentionally or unintentionally using an inadequate amount of system resources (for example, in the event of a failure of the Customer's software or automated e-mailing).

18. The Customer shall be personally responsible for ensuring that the User Account (-s) and password (-s) created by the Customer to access the Service are protected from third parties. Telia shall not assume any liability for any unauthorized use of the User Account and password by others.

19. By using the Service, the Customer understands and agrees that all the statements made by the Customer electronically shall mean a consent and an intent to assume any obligations arising out of these consents and transactions, and to pay for them. The Customer shall be deemed to have agreed and planning to assume obligations for all electronically filed records relating to all the transactions concluded on the Self-Service Website, including reports on service requests, cancellations, rules and contracts.

IV. DEPLOYMENT OF THE SERVICE

20. Service deployment activities shall include:

20.1. Granting the Customer with access to the cloud computing Self-Service Website for requesting, managing and using virtual servers, data repositories, communication services and license subscription.

20.2. Initial deployment and configuration of the requested virtual servers, data repositories, communications services and license subscription;

20.3. Configuration of network resources (if required);

20.4. Configuration of user access rights;

20.5. Initial configuration of the firewall security settings for the cloud computing service.

20.6. Initial preparation and configuration of the backup system, approval of the plan for making backups according to the conditions of Section VII hereof.

20.7. Creation of a customer account in Telia's request management system and commissioning of the Service.

21. The Customer having requested the service "Server and System Maintenance" shall be granted a limited access to manage virtual servers subject to the "Server and System Maintenance" service rules.

V. MANAGEMENT OF PATCHES, UPDATES AND MAINTENANCE ACTIONS

1. In managing patches and updates, Telia shall take the following actions:

1.1. Deployment of critical patches and updates as well as patches and updates recommended by Telia, the system manufacturer or firmware in operating system and application templates prepared by Telia;

1.2. Deployment of critical patches and updates as well as patches and updates recommended by Telia, the system manufacturer or firmware in service platform systems;

1.3. Upgrading the Service platform and the Self-Service Website, depending on the found platform flaws, updates released by manufacturers and new service features created by Telia;

2. By making patches, upgrades and taking Maintenance Actions, Telia shall seek to ensure quality service operation at the platform level, which includes virtual Customer's servers, network services, data repositories and backups.

3. Telia shall be liable for quality functioning of the operating system and application templates only if the Customer uses templates prepared and supported by Telia. Telia shall not be liable for quality functioning of templates if the Customer uses his own templates.

4. Telia shall not be liable for the administration and failure management of business systems, applications and operating systems of the Customer on virtual servers that have been provided using Telia's cloud computing service. This condition shall not apply if the Customer has additionally requested the "Server and System Maintenance" service

5. Telia shall not be liable for the administration and the fixing of failures of business systems, applications and operating systems of the Customer on virtual servers that have been provided using Telia's cloud computing service. This condition shall not apply if the Customer has additionally requested the "Server and System Maintenance" service.

6. Telia shall notify the Customer of any planned Maintenance Actions by e-mail indicated in the Service Request at least 7 calendar days before the start of the Maintenance Actions.

7. Telia shall notify the Customer of any urgent Maintenance Actions by e-mail indicated in the Service Request at least 12 hours before the start of Maintenance Actions.

8. Maintenance Actions shall be conducted from 00:00 till 06:00 a.m.

VI. PLATFORM MONITORING

9. In monitoring the platform, Telia shall take the following actions:

9.1. monitoring of the platform systems (for example, data repository system) and troubleshooting according to the service quality criteria used by Telia;

9.2. monitoring and expanding the platform capacity in accordance with the service capacity criteria used by Telia;

9.3. responding to automatic monitoring system messages and resolving them;

10. Telia shall monitor the selected areas and statuses of the service platform.

11. The Customer may not request Telia for selected monitoring parameters and custom services or applications on the monitoring platform or virtual server. This condition shall not apply if the Customer has additionally requested the "Server and System Maintenance" service.

VII. BACKUPS

12. Telia may perform an initial configuration of the backup system of the Customer's virtual server according to the set of parameters for making backups selected by the Customer.

13. Backup service plans consist of the following elements:

13.1. backup frequency;

13.2. duration of storing backups;

14. The Customer may choose one of the standard backup plans for the Service at the time of entering into the Agreement and may change the plan during the validity period of the Agreement;

15. Procedure for making backups:

15.1. Scope of a backup - snapshot of the virtual server;

15.2. Standard time interval for making backups – every day from 8:00 p.m. till 8:00 a.m.;

16. If the initial backup system configuration or the "Server and System Maintenance" service has not been requested, backups shall not be made and stored

17. Having requested the "Server and System Maintenance" service, backups shall be configured and managed according to the "Server and System Maintenance" service rules;

18. In case of a failure, data shall be recovered from the last successful backup according to the registered Service Incident;

19. Having terminated the Service provision, backups shall be stored and deleted taking into account the set backup schedule, but no longer than the validity period of the Service Request.

VIII. CHARGING FOR THE SERVICE

20. The Service shall be charged according to the actual use of virtual server resources during a month;

21. The following charging models may be used:

21.1. resource use data readings shall be taken every hour;

21.2. an average of the resources used shall be calculated at the end of the month;

21.3. rounding to 4 decimal places shall be used;

21.4. tariffs indicated in the Order Form shall be used to calculate charges on the last day of the month;

22. If virtual resource data cannot be collected due to technical problems, the average monthly resource use shall be used as a basis for the period during which the data was not collected;

23. Resource amounts shall be charged on an hourly basis:

23.1. vCPU;

23.2. RAM;

23.3. Virtual disk size;

23.4. Backup size;

23.5. Windows Server OS licences.

24. Remaining resources shall be charged on a monthly basis based on the amount of the resources used on the last day of the calendar month.

IX. LIABILITY OF THE PARTIES

25. The Customer shall be liable for any unlawful activities in accordance with legal acts of the Republic of Lithuania, if they were conducted using the Service.

26. The Customer, who was unable to use the Service at the fault of Telia (i.e. if Telia failed to ensure the Service Availability indicated in the Service Request), the Customer shall have the right to ask for a compensation for the Services provided in the respective month:

Difference (%) between the Service Availability indicated in the Service Request and the actual Service	Compensation (%) of the Service fee
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Availability	
Up to 0.60	5
0.61 to 1.20	10
1.21 to 1.80	15
1.8 to 3.40	20
3.41 to 6.70	25
6.71 to 10	30
Above 10.1%	100

27. The Customer shall compensate Telia for any losses resulting from I:

27.1. a damage, destruction, loss of, unauthorized impact on or modifications to software or tools provided by Telia, other unauthorized actions of the Customer or the use of the Services by deviating from or failing to comply with the conditions laid down in the Rules;

27.2. claims or lawsuits filed against Telia by third parties, including Microsoft, regarding the Customer's use of the Service;

28. When using the Service, the Customer shall be fully liable for its own actions and actions of other persons, who use the Service provided to the Customer.

29. Telia shall not be liable for:

29.1. any unauthorized access to data or inadequate data confidentiality in connection with the transmission of information online while using the Service;

29.2. distortion or damage of information that occurs when transmitting this information online;

29.3. the Data and their compliance with legal acts, and it shall not control them, except where Telia has such an obligation in accordance with legislation. If the Data contains references to websites of other corporate organizations or persons, Telia shall not be liable for the information contained therein or the conducted activities, as it does not maintain or control the websites;

29.4. the Customer's inability to use the Service because it did not have a hardware, software or other equipment, or due to a malfunction of the equipment.

30. Given the fact that the Customer is obliged to ensure the Internet connection to use the Service, Telia shall not be liable for interruptions in the Internet connection provided by another supplier. Telia shall neither be liable for the Customer being unable to use the Service due to malfunctions in electronic communications networks of third parties or at the fault of other providers of electronic communications services, or where information was lost, distorted, etc. due to interruptions in electronic communications networks.

31. Telia shall not assume any liability for disclosure, publication or loss of the Data at not fault of Telia in no case.

32. Telia shall not be liable for any indirect losses (including losses for the loss of business, profit or data), losses resulting from violations of the Agreement and / or provision of the Service, or other losses, even if Telia has been informed of the likelihood of such losses.

33. Telia's liability for the provision of the Service shall always, under all circumstances, be limited to the amount corresponding to 1 (one) month's fee payable by the Customer for the use of the Service.

X. MANAGING REQUESTS, MODIFICATIONS, INCIDENTS AND PROBLEMS

34. Detailed responsibilities for Incident resolution, Service modification requests and system maintenance services as well as the requests to be performed shall be agreed with the Customer separately in a Service Request.

35. Customer's representatives, the list of whom shall be approved before starting the provision of the Service, shall be able to report malfunctions.

36. The Customer shall appoint at least one contact person for communication with Telia, who shall be authorized to sign professional service requests. The Customer shall notify Telia of any changes in the Customer's contact persons.

36.1. When reporting a malfunction, a Customer's contact person shall:

36.2. introduce himself, also indicating the name of the Customer's company and specifying that he is a contact person;

36.3. indicate the name of the malfunctioning equipment or the System;

36.4. describe the essence or nature of the emerged problem as precisely as possible;

36.5. specify the platform of the malfunctioning hardware or software (the cloud computing service platform).

37. The management of modifications shall cover the following actions taken by Telia:

37.1. registration and classification of modifications, initial evaluation and complexity analysis;

37.2. preparation of a technical solution;

37.3. assessment of the risk of modifications;

38. Modifications shall be managed in accordance with the Telia's change management processes;

39. All modifications requested by the Customer, which include actions on the virtual server, shall be subject to a one-time fee set by Telia.

40. In managing Incidents, Telia shall conduct the following actions:

40.1. Incident registration (or re-opening) based on Customer requests);

40.2. Incident classification by impact on the system;

40.3. possible automatic registration and classification of Incidents using Telia monitoring tools;

40.4. assignment and reassignment;

40.5. initial analysis, investigation and resolution;

40.6. closing Incidents;

40.7. analysis of the root causes of high-priority Incidents and corrective action management.

41. If the Incident was caused by errors of the software manufacturer, Telia shall not be obliged to ensure the Service Level Agreement (SLA) specified in the Service Request.

42. Reporting. The Customer shall have the right to receive a standard Incident management report for the previous month. Telia reserves the right to change the format of such reports without warning the Customer thereof. The deadline for the submission of reports shall be 30 days from the date of receipt of a Customer's request.

43. The Customer shall have the right to access automatically generated reports in the Customer's account through the Self-Service Website.

44. In managing problems, Telia shall take the following action:

44.1. detection and registration of problems, if they were caused by Incidents that require a deeper investigation, because their main cause is not known and/ or such Incidents may recur, and/or they happened for the same root cause;

44.2. investigation and diagnostics of problems;

44.3. management (response, resolution, closing) of the known error base.

XI. PROFESSIONAL SERVICES

45. All the services, which Telia shall provide on the virtual server, have not been included in the monthly Service fee, thus they shall be conducted by a separate agreement between the Parties.

46. Solely a Customer's authorized contact person may request professional services. The Customer agrees that all professional service requests submitted by the Customer by electronic means, the relating statements and other documents are lawful, accepted by the Parties, and express their consent and intention to assume the obligations arising from these documents, including the obligation to pay. The Parties shall treat such documents as written.

47. The fees for the services and the deadlines for their provision shall be assessed and submitted after assessing the Customer's need for the professional services.

XII. CONDITIONS OF RESTRICTION AND TERMINATION OF THE SERVICE PROVISION

48. Telia shall have the right to unilaterally terminate the Service provision for important reasons, having notified the Customer thereof 30 (thirty) days in advance.

49. Telia reserves the right to immediately terminate the Service provision (including the immediate clearance of the data storage place) in full or in part with respect to any Customer using the Service having violated the Agreement, the Rules or Telia's instructions, or Customers, whom Telia considers capable of seriously interfering with the operation of the Telia system, or clearly abusing the Service. Having restricted the Service provision at the fault of the Customer or for reasons dependent on the Customer, the Customer shall not be released from the obligation to pay for the Services provided.

50. Telia shall have the right to immediately terminate the Service provision and to destroy the Data stored by the Customer, if the Customer has been declared bankrupt, has been liquidated or has failed to pay for the Services in a timely manner.

51. Should Telia terminate the Service provision due to Customer's violation of the Agreement or the Rules, Telia shall reserve the right to claim damages from the Customer.