

## REGULATION OF IT SERVICES

Valid from 20 January 2016

### 1. GENERAL PROVISIONS

- 1.1 Telia's Regulation of IT Services regulates the provision of IT services to Customers. Besides the Regulation of IT Services and/or other standard terms, the provision of IT services is regulated by a Contract, IT services Terms and Conditions and a Pricelist. General Terms and Conditions of Telia Eesti AS also apply to the contractual relations of parties upon the provision of IT services.
- 1.2 Regulation of IT Services does not regulate the provision of electronic communications services.
- 1.3 Regulation of IT Services is interpreted, applied and modified according to General Terms and Conditions of Telia Eesti AS.

### 2. TERMS

<b>Telia</b>	Telia Eesti AS (registry code 10234957);
<b>Regulation of IT Services</b>	The present document, which specifies the conditions on which Telia provides IT services;
<b>Service</b>	An IT service specified in a Contract, including IT-related Products, installing, maintenance, administration, consultation and other services.

### 3. MAIN CONDITIONS FOR PROVIDING IT SERVICES

- 3.1 Telia provides the Service to the Customer according to the Contract and Terms and Conditions.
- 3.2 The Customer guarantees that equipment and/or technical solutions that belong to them or are at their disposal are suitable for using the relevant Service and that they comply with the technical requirements specified in the Terms and Conditions. Telia has the right to verify the suitability of the Customer's equipment and/or technical solution for using the Service, if necessary. Unless the parties have agreed otherwise, the corresponding costs will be covered by the Customer.
- 3.3 Telia will not supply the equipment (including software) required for using the Service as part of the Service, unless the Parties have agreed otherwise.
- 3.4 Telia has the right to measure the correspondence of the Service to the parameters agreed between the Parties and to monitor usage of the Service in order to guarantee provision of the Service as agreed between the Parties. If Telia enables the Customer to use software, server applications and/or technical solutions or parts thereof that belong to Telia or are at Telia's disposal (including those owned by third parties), the Customer is obliged to use it only for the purposes, on the conditions and to the extent specified in the Contract and Terms and Conditions.
- 3.5 Unless the Customer and Telia have agreed otherwise, the Customer is obliged not to resell or forward in any other way the usage opportunities and rights (including licenses) that are provided to the Customer through the Service (including partially).
- 3.6 The Customer will notify Telia of malfunctions of the Service, with the obligation to use the contact data agreed in the Contract or Terms and Conditions for notifying of malfunctions. The Customer guarantees the availability to Telia at the agreed contact of a sufficiently competent contact person until the malfunction has been corrected, at least in the course of a Workday or service time as specified in the Contract or Terms and Conditions.
- 3.7 Telia will carry out maintenance works on Telia's equipment/systems required for providing the Service and will perform actions needed to eliminate Service malfunctions as specified in the

Contract or Terms and Conditions. Telia may request reimbursement of costs related to finding and eliminating a malfunction if Telia determines that the Service malfunction reported by the Customer was caused by equipment or technical solution required for the Service and at the Customer's disposal, or if the malfunction in Telia's equipment or technical solution was caused by the Customer.

- 3.8 Unless the Customer and Telia have agreed otherwise in written form, Telia has the right to use suppliers/subcontractors in performing the Service (including for supplying the solution offered as part of the Service).

#### **4. INVOICING**

- 4.1 The Customer is obliged to pay Telia as charged on the basis of a Contract or Terms and Conditions, and taking into account the General Terms, regardless of when the invoice is presented.
- 4.2 If the licensor of licenses used by the Customer on the basis of a Contract changes the license fees independently of Telia, Telia will notify the Customer of these changes as soon as possible. As a result of changes in license fees made by the licensor, the fee to be paid by the Customer to Telia for using these licenses will also change. If a Party so requests, this change will be formalised in writing.
- 4.3 In addition to the fee for the Service, Telia may charge the Customer a fee specified in the Pricelist or as agreed between the Parties for supplying, installing or other similar activities as well as reimbursement for reasonable transport and accommodation costs and per diem costs, unless the Parties have agreed otherwise.
- 4.4 For certain services that are paid for in periodic payments, Telia may require prepayment for the corresponding calendar period (month, quarter, year).

#### **5. VALIDITY AND CHANGING OF CONDITIONS AND CONTRACTS**

- 5.1 Telia has the right to change unilaterally the fees in the Pricelist, other conditions set forth in the Pricelist, and other Conditions applying to Services in a manner described in the General Terms and Conditions, by adhering to the specific differences described in the Regulation of IT Services. Notifying the Customer of changes in the Pricelist and other Conditions is carried out in accordance with the General Terms and Conditions.
- 5.2 Telia is not obliged to notify Customers of new Services being added to the Pricelist, changes concerning a price drop in Services and other changes in the Pricelist that do not affect the paying of fees for Services by existing Customers. Furthermore, Telia is not obliged to notify the Customer in advance of changes in Conditions applying to Services that are caused by an updating of terms, a change in a Legal Act, a decree by a state authority, an injunction or a court decision entered into force.
- 5.3 If the Customer does not agree to changes in the Conditions, they have the right to terminate the corresponding contractual relationship with Telia, as stipulated in the General Terms and Conditions.
- 5.4 Amendments to a contract are made in writing and the amendments become effective after being signed by both Parties or at a date set by both Parties, unless the Parties have agreed otherwise.
- 5.5 If it is possible to use Selfservice for concluding a contract and/or performing other actions regarding a specific Service, concluding the contract and performing the actions can be done via Selfservice.
- 5.6 Unless it has been agreed otherwise in the Contract, either side may terminate the Contract at any time, by notifying the other Party in written form at least three (3) months in advance.
- 5.7 The Parties have a right to terminate the Contract unilaterally and extraordinarily, by notifying the other Party in writing, if either side has breached the Contract and/or the conditions that have been agreed for the service that is being provided on the basis of the Contract, and has

not eliminated the breach within a reasonable period that was given for it, has not fulfilled contractual obligations or improved the defective performance of the contract.

- 5.8 Each Party has the right to terminate the Contract unilaterally, by notifying the other Party thereof in writing, if bankruptcy or liquidation proceedings have been started against the other Party.
- 5.9 Telia may terminate the Contract without granting an additional period for fulfilling the obligations, if the Customer has failed to meet the payment term of an invoice presented by Telia more than three (3) times in a calendar year.
- 5.10 Upon termination of a Contract, both Parties are obliged to fulfil all obligations that have arisen from the Contract during the time of its validity, within reasonable time.
- 5.11 If a Contract is terminated for any reason, transferring of Customer's data to information technological devices not belonging to Telia will only be done upon a corresponding request presented by the Customer in writing or in a form that can be reproduced in writing, in due time, and will be paid for by the Customer unless the Parties have agreed otherwise. The mentioned request must be presented to Telia before the termination of the Contract or, if that is not possible, within fourteen (14) days from the termination of the Contract.

## **6. CONFIDENTIALITY**

- 6.1 Contract conditions and all information that has become available to a Party about the other Party in the course of fulfilling the Contract, are confidential and not to be disclosed to third persons without written permission from the other Party, except in cases when the obligation to disclose/transfer arises from a legal act.
- 6.2 All information that the Parties would not have received access to without concluding and/or fulfilling the Contract, which is not public and that a Party is justifiably and recognisably interested in keeping confidential, is considered confidential. Such information includes work methods used by the other Party, know-how and processes used for fulfilling the contract, systems and similar things that have been designed by the using Party or that have been designed upon the Party's request.
- 6.3 Each Party is obliged to inform the other Party immediately of all cases of the confidentiality clause having been breached.
- 6.4 If confidential information becomes accessible to a third person against the will of a Party, the Party is obliged to immediately take necessary measures to prevent any further damage and to inform the other Party thereof (including the circumstances of the breach) and of the measures that have been taken to prevent further breaches.
- 6.5 When a Contract is terminated, Parties are obliged, within thirty (30) days from the termination of the Contract, without express notice, to return or destroy data carriers carrying confidential information (including customer data of the Party) received from the other Party, unless the Parties have agreed otherwise, by taking into account clause 5.11.
- 6.6 The confidentiality clause applies during the whole validity period of the Contract and remains in force indefinitely after the Contract is terminated, unless the Parties have agreed upon a different period.
- 6.7 The Parties have the right to use the knowhow and experience they have obtained in the course of fulfilling the Contract.
- 6.8 Telia may use the fact of concluding the Contract for reference purposes. A more detailed description of the object of the Contract can only be disclosed upon the Customer's consent in writing or in a form that can be reproduced in writing.

## **7. PROHIBITION OF HIRING EMPLOYEES OF TELIA**

- 7.1 Unless the Customer and Telia have agreed otherwise in writing, the Customer is prohibited from employing or concluding any other kind of contracts under the law of obligations for performing a Service with employees of Telia or other physical persons providing a Service to Telia under another kind of contract under the law of obligations during the validity of the

Contract and for one (1) year after the termination of the Contract. For the purpose of this clause, a person who has terminated their employment contract or other contract under the law of obligations for performing a Service with Telia within less than four (4) months, is considered an employee of Telia.

## **8. RESPONSIBILITY**

- 8.1 If Telia has breached the Contract, the Customer has the right to demand compensation of direct material damage caused to them by the relevant breach within the limits specified in clause 8.2 and taking into account the limitations specified in General Terms.
- 8.2 Unless the Parties have agreed otherwise in the Contract, in the case of a breach of Contract in the fulfilling of a long-term contract for providing the Service, the maximum amount of compensation for damages is three (3) times the sum of the monthly fee being paid to Telia for the Service at the time of the breach. For the purpose of this clause, the Parties consider a Contract on the basis of which Services are being provided to the Customer in the course of at least three (3) months a long-term contract. In other cases (e.g. with a one-time project, etc.), 25% of the cost of the corresponding service is considered the maximum amount of compensation for damages. If it is not possible to connect the damage with a specific Service, 25% of the total cost of the Contract is considered the maximum amount of compensation for damages.
- 8.3 When calculating the volume of damages to be compensated, contractual penalties specified in the Contract are also taken into account, i.e. the amount to be paid as a contractual penalty for the relevant breach is subtracted from the amount to be compensated.
- 8.4 The limitations described in clauses 8.1 and 8.2 of the Regulation do not apply to damages that have been caused intentionally or due to gross negligence, nor to damages that have been caused by a breach of the confidentiality clause.
- 8.5 Unless the Parties have agreed upon a longer term, the claim of compensation of damages must be presented to Telia in reasonable time, but not later than three (3) months after the moment when the Customer became aware of the circumstances that form the basis for the claim, or should have become aware of them. If this term is not followed, the Customer loses the right to request compensation for damages.
- 8.6 Unless the Parties have agreed upon a longer term, the claim for a contractual penalty must be presented to Telia in reasonable time, but not later than three (3) months after the moment when the Customer became aware of the circumstances that form the basis for the claim, or should have become aware of them. If this term is not followed, the Customer loses the right to request payment of the contractual penalty.
- 8.7 Telia is not responsible for a breach of the Contract and/or Terms and Conditions, if, for reasons depending on the Customer, the Customer cannot use a service, product or technical feature that is a prerequisite of the corresponding Service. If the Customer has independently concluded a contract with a third party regarding the usage of a service, product or technical feature that is a prerequisite of using the Service, Telia is not responsible in front of the Customer for the Service's non-functioning or not functioning as expected, including in the event that the relevant service, product or technical feature cannot be used for reasons not dependent on the third person.
- 8.8 Telia is not responsible for, among other things:
  - 8.8.1 interruptions, disturbances, noise or delays in information transfer caused by circumstances that do not depend on Telia or for the avoidance of which Telia has taken reasonably possible measures;
  - 8.8.2 the destruction, damage, change, misrepresentation or loss of the Customer's information, data, data carriers or databases for reasons that have been caused by actions or inaction of the Customer or by circumstances that do not depend on Telia or for the avoidance of which Telia has taken reasonably possible measures;

- 8.8.3 the access of unauthorised persons to the Customer's information or data or for changes to them made by unauthorised persons in ways or upon circumstances that do not depend on Telia or for the avoidance of which Telia has taken reasonably possible measures;
- 8.8.4 the contents, reliability, truthfulness or quality of the information or data belonging to or managed by the Customer and stored on equipment/systems belonging to Telia and published or transferred in the course of using the Service.
- 8.9 In addition to the circumstances described as *force majeure* in General Terms and Conditions, a breach of obligations on behalf of a supplier/subcontractor of a Party or the delay of a transportation carrier on circumstances that can be seen as *force majeure* are also considered such.
- 8.10 In other matters related to responsibility, the Parties follow General Terms and Conditions.

## **9. IMPLEMENTING PROVISIONS**

- 9.1 This version of the Regulation of IT Services becomes effective on 20 January 2016, declaring invalid the version of the Regulation of IT Services that became effective on 16 March 2015.