

# RULES OF IT SERVICES



Valid from 12 September 2025

1.	<b>Conditions</b>	
	<i>What are the Rules of IT Services?</i>	<p>1.1. These rules of IT services (hereinafter the “Rules”) of Telia Eesti AS (hereinafter “Telia”) regulate the provision of IT services to business customers and customers who are legal persons. The rules of IT services do not regulate the provision of electronic communications services.</p> <p>1.2. Telia provides the Customer with IT service (hereinafter the “Service”) according to the Contract and the Terms and Conditions. In these Rules, the Customer and Telia are hereinafter separately also referred to as the “Party” and collectively as the “Parties”.</p> <p>1.3. The terms used in the provision of services are set out in Annex 1 to the Rules.</p> <p>1.4. The Rules shall be interpreted, implemented, and amended on the basis of the provision of the General Terms and Conditions.</p>
2.	<b>Basic conditions for the provision of Services</b>	
	<i>Implementation of security measures</i>	<p>2.1. Telia shall implement necessary organisational, physical and IT security measures for the provision of services in order to ensure the integrity, availability and confidentiality of the Customer’s data in the infrastructure, systems and applications of Telia and, where applicable, in the infrastructure, systems and applications used by the Customer.</p> <p>2.2. The Parties shall be obligated to refrain from any activity that interferes (or may interfere with) or violates (or may violate) the security of the system, infrastructure or communications network of the other Party. This includes the Parties making the necessary updates to their systems and keeping their systems and the software used in the infrastructure up to date and secure. Telia cannot guarantee the functioning of the service or its permitted availability if the system is unstable or insecure due to the Customer’s actions or inaction. The Customer shall be liable for any damage caused to Telia (including damage caused by third parties as a result of the Customer’s actions or inaction) if the Customer violates the provisions of this clause.</p>
	<i>Use of the Customer’s equipment and technical solutions</i>	<p>2.3. The Customer is responsible for ensuring that any devices and/or technical solutions belonging to or possessed by the Customer are suitable for using the Service and correspond to the technical requirements provided in the Terms and Conditions.</p> <p>2.4. If required, Telia has the right to verify the suitability of the Customer’s device and/or technical solution to use the Service. Unless otherwise agreed between the Parties, the corresponding expenses are covered by the Customer.</p> <p>2.5. If the Customer wishes to independently use a service or software in addition to the service(s) provided by Telia as agreed in the Agreement, which affects the provision of the service provided by Telia or has an impact on the activities carried out by Telia within the framework of the service, this must be agreed with Telia in advance. The Customer is aware and accepts that although Telia is responsible for the functioning of the service as the service provider, the aforementioned additional service or software may have an impact on the service provided by Telia, as a result of which Telia is unable to guarantee the availability of the permitted service, as this may depend on processes or infrastructure that are under the control of the Customer or a third party (e.g. the software manufacturer or another service provider of the Customer).</p>
	<i>Supply of IT equipment and software</i>	<p>2.6. Telia will not supply the equipment (including software) required for using the Service as part of the Service, unless the Parties have agreed otherwise in writing.</p>
	<i>Conformity of the Services with the Contract</i>	<p>2.7. 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.</p> <p>2.8. 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 (incl. those</p>

		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.
	<i>Using the software</i>	<p>2.9. Upon using software as part of the Service, the Customer is obligated to ensure that software is used lawfully (including in compliance with the terms and conditions established by the manufacturer). The Customer ensures the required access and information to Telia, the software manufacturer or any third parties assigned by them to verify the legitimate usage of software. The said inspection is carried out in such a way that the normal use of the Service and/or software would not be unnecessarily disturbed. Illegal use of software is considered to be a serious breach of the Contract.</p> <p>2.10. Unless otherwise agreed in writing between the Customer and Telia, the Customer is obligated not to resell the Services or the options and rights for use (including licenses) provided as part of this or transfer them in any way or enable them to be used by any third parties (including partially).</p>
	<i>Using the administrative environment and accesses</i>	<p>2.11. If the Service consists of the provision of a management service by Telia, Telia will make changes to the volume and functionality of the resources used by the Customer in accordance with the Customer's order and as agreed upon in the Contract.</p> <p>2.12. The Customer may have access to the (administrative) environment of Telia or a third party (e.g. a software, system or infrastructure manufacturer) for the use of the Service.</p> <p>2.12.1. All accesses to the users indicated by the Customer will be granted on an as-needed basis depending on the user's profile/role, whereby user accounts will be created as personalised only.</p> <p>2.12.2. The Customer undertakes to keep confidential from third parties any passwords or other information used to identify the Customer and their users in relation to the Customer, their equipment, environments and systems.</p> <p>2.12.3. Telia has the right to restrict all access to systems and (administrative) environments where there is a risk that the integrity or operability of Telia's or the Customer's system may be compromised or used by unauthorised persons.</p> <p>2.12.4. The Customer confirms and agrees that all transactions and operations carried out using the (administrative) environment access provided to the Customer are deemed to have been carried out by the Customer and that the Customer is responsible for all such operations and transactions.</p> <p>2.12.5. The Customer may provide access to the infrastructure to third parties through the administrative environment, while remaining liable before Telia for the activities of third parties using the infrastructure. The Customer undertakes to ensure that all third parties who have received such access will contact the Customer directly in case of any questions related to the use of the infrastructure. If the third parties specified in this clause contact Telia with any questions, Telia has the right to request that the Customer pays for handling the inquiries according to the Price List.</p> <p>2.12.6. The Customer will not have administrator (including root) level access without a separate agreement.</p> <p>2.13. The Customer is aware of and takes into account that in a situation where the Customer is using a third party management environment, Telia is only acting as an intermediary for the management environment and is not at any time responsible for its development or ensuring its operability.</p>
	<i>Intellectual property created by Telia as part of the solution</i>	<p>2.14. Intellectual property created for the purpose of or in connection with the provision of the service, including programs, scripts, configurations, technical manuals and analyses (hereinafter Telia IP), is owned by Telia, including where the creation is based on a specific solution.</p> <p>2.14.1. If the aforementioned Telia IP asset has been created on the basis of the Customer's order for a corresponding fee, the Customer may, upon expiry of the Contract, obtain an indefinite worldwide license to use the said asset for their own business purposes.</p>

	<p>2.14.2. If Telia IP created within the framework of the Service provision is a critical part of the Customer's solution and cannot be separated from the Customer's solution on reasonable terms, Telia shall, upon termination of the Contract, grant the Customer an indefinite worldwide simple license to use the said asset for their own business purposes.</p> <p>2.14.3. The indefinite worldwide license granted to the Customer for the use of Telia IP under clauses 2.14.1 or 2.14.2 does not entitle the Customer to resell Telia IP (including if the relevant Telia IP is an integral part of the Customer's solution) or allow third parties to use it.</p> <p>2.14.4. Licensing to the Customer neither restricts nor excludes Telia from using or further developing the intellectual property they have created.</p>
<i>Customer's duty to refrain from unlawful conduct</i>	<p>2.15. When using the Service, the Customer undertakes not to upload, store, display, transmit, input or otherwise make available on the Telia Infrastructure any material or content that is inconsistent with public policy, public security or applicable law. In the event of a breach of such requirement, the Customer shall be solely liable for any damage caused to Telia or third parties.</p> <p>2.16. If the Customer breaches any provision of the Agreement or the Terms, Telia will have the right to suspend the provision of the Service to the Customer and/or restrict the Customer's access to the infrastructure, regardless of the extent of the breach or whether the Customer agrees with Telia's assessment of the Customer's breach of the Contract. Furthermore, Telia is entitled to claim a contractual penalty from the Customer for each breach of contract in the amount specified in the General Terms and Conditions.</p>
<i>Use of subcontractors</i>	<p>2.17. Unless otherwise agreed between the Customer and Telia in writing, Telia shall have the right to use subcontractors to perform the Contract that has been entered into for providing the Service (including the supply of a solution provided as part of it).</p>
<i>Changes to the conditions related to licences</i>	<p>2.18. If the licensor of the licenses used by the Customer as part of the Contract changes independently the license fees or other terms and conditions of use of the licenses, Telia will inform the Customer about the corresponding changes as soon as possible. Due to the change of the licence fees and terms and conditions by the licensor, Telia shall have the right to amend the contract concluded between the Parties accordingly, including the amount payable by the Customer to Telia for the use of the licences. At the request of the Party, the corresponding amendment will be made in writing.</p>
<i>Unilateral revision of prices</i>	<p>2.19. Telia will have the right to unilaterally change the rates and other terms and conditions set out in the Contract relating to the prices of the Services, if any of the circumstances underlying their establishment or relating to the business environment (including, for example, the consumer price index, labour, production or other input costs, the scope, parameters or content of the Service, the general market situation, etc.) have changed since their establishment, or if more than 2 years have elapsed since the establishment of the relevant rate or price term, or if other circumstances arise which give rise to a change in the price. The implementation of the changes follows the provisions of the General Terms and Conditions. In addition to the foregoing, Telia reserves the right to make other changes as set out in the General Terms and Conditions.</p>
<i>Proposal for the conclusion or amendment of the Contract</i>	<p>2.20. Telia may send the Customer a proposal for a Contract or amendment to a Contract by post or e-mail. If the Customer does not return the Contract sent to the Customer within fifteen (15) calendar days, signed by him/herself, and does not object by letter or e-mail to the terms of the Contract or the proposed amendment to the Contract, the Contract will be deemed to be accepted by the Customer by default and concluded or amended on the Terms and Conditions set out in the Contract or the proposed amendment to the Contract. The fact that the Customer's inaction will in such case be considered acceptance of the Contract, will be noted by Telia either in the accompanying letter to the Customer or using other reasonable means.</p>
<i>Term for termination of the Contract</i>	<p>2.21. Either Party shall have the right to terminate the Contract concluded for an indefinite period at any time by giving at least two (2) month's written notice to the other Party.</p>

	<i>Transfer of data at the end of the Contract</i>	2.22. If it is not a data processing service, for which the transfer of data takes place in accordance with clause 9 of the Rules, upon the expiry or cancellation of the Contract, the Customer's data shall be transferred to any IT devices not belonging to Telia only on the basis of a corresponding order submitted by the Customer, either in writing or in a format that can be reproduced in writing, and on the basis of an ordered submitted in a timely manner and at the Customer's expense, unless otherwise agreed by the Parties. The Customer must submit this order to Telia before the expiry of the Contract, or if this is not possible, then no later than within 14 (fourteen) calendar days after the expiry of the Contract.
<b>3.</b>	<b>Service failure elimination</b>	
	<i>Notification of a malfunction</i>	<p>3.1. Telia will carry out the actions necessary to remedy any malfunction of the Service as set out in the Contract and/or the Terms and Conditions.</p> <p>3.2. The Customer informs Telia about the Service failure by forwarding a notice of failure to the contact details agreed in the Contract or the Terms and Conditions. Until the Service failure is eliminated, the Customer ensures the availability of a sufficiently competent contact person to Telia and this contact person can be reached via agreed contact details within at least one business day or during the service hours established in the Contract or the Terms and Conditions.</p>
	<i>Elimination of malfunction</i>	<p>3.3. In case of a failure interrupting the Service functioning or upon receiving a failure notice from the Customer, Telia ensures the elimination of the Service failure by the term established in the Terms and Conditions or agreed between the Parties.</p> <p>3.4. If the Parties have not agreed on a deadline for responding to the Customer's request and rectifying the Service malfunction, but the nature of the Service makes responding to the request and rectifying the Service malfunction an essential part of the Service, Telia will start eliminating the Service malfunction as soon as possible, but no later than the Business Day following the day on which the malfunction preventing the Service from functioning was reported. Telia will remedy the malfunction within a reasonable period of time, provided that the technical capabilities and circumstances of the Service failure so permit.</p> <p>3.5. The Customer is obligated provide reasonably expected assistance when the Service failure is being eliminated and among other things grant Telia's authorised persons access to Telia's device(s) and communications connection(s) located on the territory possessed by the Customer for the purpose of elimination or prevention of the Service failure.</p>
	<i>Suspension of malfunction duration</i>	<p>3.6. Calculation of the duration of the Service failure shall be stopped if:</p> <p>3.6.1. the Service failure was caused by circumstances which occurred as a result of the Customer's activity/inactivity, as well as the Customer's failure to perform and/or unsatisfactory performance of the obligations or prerequisites arising from the Contract or any Annexes thereto;</p> <p>3.6.2. the Service failure was caused by a failure in the lines / Telia's devices located on the territory in the possession of the Customer or a third party and Telia does not have the necessary access to these. In this case, Telia shall notify the Customer's contact person of the time of day when the Customer must provide Telia's representatives with access to the territory occupied by the Customer to eliminate the Service failure. If the Customer's contact person advises that the time requested by Telia is not suitable and offers a later time, the calculation of the service failure duration shall stop from the time offered by Telia until the moment the Customer guarantees the representatives of Telia actual entry to the territory that is in the possession of the Customer for the purpose of eliminating the service failure.</p> <p>3.7. Telia can request that the Customer would compensate for any expenses related to the identification of the Service malfunction and the elimination of such malfunctions if Telia identifies that the reason for the Service malfunction, notified by the Customer, was related to the Customer's device or technical solution required for using the Service. The same applies if the malfunction in Telia's device or technical solution was caused by the Customer.</p>

4.	<b>Maintenance operations</b>	
		<p>4.1. Telia will carry out the maintenance of the Telia Equipment/Systems necessary for the provision of the Service as set out in the Contract and/or the Terms and Conditions.</p> <p>4.2. If Telia's risk assessment indicates that the risk of an outage during scheduled maintenance works is low, the maintenance works will be carried out during working hours. Telia does not undertake to notify the Customer in advance of such maintenance works.</p> <p>4.3. If Telia's risk assessment indicates that the risk of an outage during scheduled maintenance works is high, the maintenance works will be carried out outside of Standard business hours. The Customer will be notified of such maintenance works at least 48 (forty-eight) hours in advance, if possible.</p> <p>Telia will be entitled to carry out unscheduled maintenance works at any time, if it is, inter alia, absolutely necessary to prevent malfunctions in the Service or mitigate security risks.</p> <p>4.4. Telia will notify the Customer of such unscheduled maintenance works at least 12 (twelve) hours in advance, if possible.</p> <p>4.5. Due to maintenance works, the Service may be disrupted for specified periods of time, which will not be considered a malfunction of the Service.</p>
5.	<b>Invoicing</b>	
		<p>5.1. The Customer is obligated to make payments to Telia on the basis of the invoice submitted in accordance with the Contract and/or the Terms and Conditions and on the basis of the provisions of the General Terms and Conditions, irrespective of the time of submission of the invoice.</p> <p>5.2. Telia may terminate the Contract without giving an additional term for performing the obligations if the Customer has failed to pay the invoices submitted by Telia in due time more than three (3) times in one calendar year.</p> <p>5.3. In addition to the Service cost, Telia may charge the Customer for the fee for supply, installation or the performance of other similar work as set out in the Price List or agreed upon between the Parties, unless otherwise agreed between the Parties.</p> <p>5.4. If the payment for the Services takes place in the form of periodic payments, Telia may request advance payment for the corresponding calendar period (month, quarter, year).</p>
6.	<b>Confidentiality</b>	
		<p>6.1. The terms and conditions of the Contract 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 parties without written consent from the other Party, except in cases when the obligation to disclose/transfer arises from a legal act.</p> <p>6.2. All information 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.</p> <p>6.3. Each Party is obliged to inform the other Party immediately of any breach of confidentiality requirements.</p> <p>6.4. If confidential information becomes accessible to a third person against the will of a Party, the Party is obligated to immediately take necessary measures to end the breach, prevent any further damage, and inform the other Party thereof (including the circumstances of the breach) and of the measures that have been taken to prevent further breaches.</p> <p>6.5. Upon termination of the Contract, the Parties undertake to return or destroy the confidential information received from each other within thirty (30) calendar days of the termination of the Contract without any separate order, taking into account the provisions of clause 2.22.</p>



		<p>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.</p> <p>6.7. The Parties have the right to use the know-how and experience acquired during the performance of the Contract.</p> <p>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.</p>
<b>7.</b>	<b>Liability</b>	
	<i>Compensation for damage</i>	<p>7.1. 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 7.2 and 7.3 and taking into account the limitations specified in General Terms and Conditions. The limitations on damages in the Rules do not apply to damages caused intentionally or as a result of serious negligence.</p>
	<i>Maximum amounts of compensation for damage</i>	<p>7.2. 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.</p> <p>7.2.1. 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.</p> <p>7.2.2. If it is not possible to connect the damage with a specific Service, 25% of the sum paid on the basis of the corresponding Contract within one (1) year preceding the time of the damage caused is considered the maximum amount of compensation for damages.</p> <p>7.3. Unless otherwise agreed by the Parties in the Contract:</p> <p>7.3.1. The maximum amount of compensation for damage for breach of confidentiality will be 40% of the sums paid under the relevant Contract during the one (1) year preceding the year in which the damage occurred.</p> <p>7.3.2. The maximum amount of compensation for damage caused by a breach of the requirements for the protection of personal data will be 40% of the sums paid under the relevant Contract during the one (1) year preceding the year in which the damage occurred. This limitation does not apply to the compensation for damage caused to a data subject under the General Data Protection Regulation.</p> <p>7.4. 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.</p>
	<i>Deadline for submission of claims</i>	<p>7.5. Unless the Parties have agreed upon a longer term, the claim of compensation of damages must be presented to Telia within 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.</p> <p>7.6. Unless the Parties have agreed upon a longer term, the claim for a contractual penalty must be presented to Telia within reasonable time, but not later than three (3) months from the moment 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.</p>
	<i>Limitation of Telia's liability</i>	<p>7.7. 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 or technical feature that is a prerequisite of the corresponding Service. If the Customer</p>

		<p>has independently concluded a contract with a third party regarding the usage of a Service 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 or technical feature cannot be used for reasons not dependent on the third person.</p> <p>7.8. Telia is not responsible for, among other things:</p> <p>7.8.1. 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;</p> <p>7.8.2. the destruction, damage, change, misrepresentation or loss of the Customer's information, data, data carriers, databases or systems 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;</p> <p>7.8.3. 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;</p> <p>7.8.4. 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;</p> <p>7.8.5. for circumstances that make it impossible for reasons beyond the control of Telia for a third party (e.g. the manufacturer) to perform the Contract in the agreed manner or within the agreed period.</p>
	<i>Force Majeure</i>	7.9. In addition to the circumstances described as <i>force majeure</i> in General Terms and Conditions, a breach of obligations on behalf of a subcontractor of Telia or the delay of a transportation carrier on circumstances that can be seen as <i>force majeure</i> are also considered such.
	<i>Application of the General Terms and Conditions</i>	7.10. In other matters related to responsibility, the Parties follow General Terms and Conditions.
<b>8.</b>	<b>Processing of Personal data</b>	
	<i>Definitions</i>	<p>8.1. Both Parties shall ensure compliance with the applicable legislation on data protection in their activities. Depending on the service provided to the Customer by Telia, the Parties may be in the role of a data controller or a data processor with regard to the concerned personal data.</p> <p>The definitions used in this Chapter have the following meanings:</p> <p><b>Contract</b> The contract between the Parties according to the General Terms and Conditions under the obligations of which Telia processes personal data on behalf of the Customer;</p> <p><b>Legislation</b> Any legislation to be applied and related to data protection and security, including the General Data Protection Regulation 2016/679, the Electronic Communications Act, and the Personal Data Protection Act;</p> <p><b>International data transfer</b> Transferring personal data to recipients outside of the Member States of the European Union or the countries of the European Economic Area (<i>third countries</i>), as established in legislation;</p> <p><b>Personal data</b> Data related to a natural person identified or to be identified that shall be processed within the framework of the Service based on the contract. A natural person to be identified is a person who can be directly or indirectly identified based on some characteristics, which may include, for example, name, address, subscriber number, IP-address, location data, online identifier.</p>

		<p>Within the meaning of this Data Processing Agreement, personal data means only such data based on which the Customer is considered to be a data controller based on legislation;</p> <p><b>Data Processing Agreement</b> An agreement between the Parties, which establishes the relations between Telia and the Customer to ensure the protection and security of personal data in a situation where Telia is in the role of a data processor and the Customer in the role of a data controller when Telia provides the Customer with the Services;</p> <p><b>Annex to personal data</b> A document in which establishes the personal data to be processed by Telia in the role of a data processor in the course of providing the Service within the framework of the Contract, and other circumstances related to processing.</p> <p>Any definitions that have been used in this Chapter but not determined therein particularly have the meaning that has been established in legislation. Other definitions that have been provided in the Contract bear the meaning established in the Contract.</p>
	<i>Roles of the Customer and Telia in the processing of personal data</i>	<p>8.2. The terms and conditions provided in this Chapter form the Data Processing Agreement, which establishes the rights and obligations between the Customer as a data controller and Telia as a data processor within the framework of the Service in order to protect the personal data to be transferred to Telia for processing purposes. The Customer is a data controller if Telia processes any personal data to the extent required for the provision of the Service at the request of the Customer and based on an application, and the means, purpose, and extent for processing personal data shall be determined by the Customer.</p> <p>The processing of personal data by Telia as a data controller shall take place according to the provisions of the General Terms and Conditions.</p>
	<i>Obligation of the Customer to notify of the processing of personal data</i>	<p>8.3. <b>Based on the Service used by the Customer, Telia may not be aware that the processing of personal data takes places within the framework of providing the Service. Based on this, the Customer shall be obligated to inform Telia about the fact that personal data is processed within the framework of the Service.</b> In this case, the conditions provided in this Chapter in the form of the Data Processing Agreement shall apply to the relationship between the Parties in the corresponding part.</p>
	<i>Data processing contract</i>	<p>8.4. The Data Processing Agreement shall be deemed to have been entered into between Telia and the Customer from the moment the Rules enter into force or (if the corresponding Service is taken into use later) from the activation of the corresponding Service.</p> <p>If a separate Data Processing Agreement has been entered into between the Parties, the terms and conditions provided in this Chapter shall apply to the extent that has not been established in the said Data Processing Agreement.</p> <p>8.5. In order to record the details concerning the processing of personal data, the Parties shall sign a Personal Data Annex, which, together with the provisions of this chapter of the Rules, shall form the Data Processing Agreement as part of the relevant Service Contract.</p>
	<i>Legal basis for the processing of personal data</i>	<p>8.6. As a data controller, the Customer confirms as is responsible for ensuring that the processing of personal data within the framework of the Service is carried out on a valid legal basis for the achievement of legitimate purposes, the data subjects are aware of and/or given their consent to the processing of personal data, and the Customer shall have the right to transfer personal data to Telia within the framework of the provision of the Service. The Customer also confirms and is liable that if Telia complies with the Data Processing Agreement and legal instructions of the Customer, the processing of personal data by Telia corresponds to the requirements of legislation.</p>



<i>Customer's instructions to Telia on data processing</i>	<p>8.7. The Customer shall agree and confirm that the terms and conditions provided in this Chapter form the instructions for processing personal data as the Data Processing Agreement within the meaning of legislation. If necessary, the Customer shall have the right to provide Telia with additional written instructions (or amend any instructions provided at an earlier stage) for processing personal data on behalf of the Customer during the contractual term by notifying Telia thereof in writing in advance and agreeing on more specific terms and conditions for implementing such instructions with Telia (including reasonable term). Telia may submit an invoice to the Customer to compensate for reasonable expenses in connection to the implementation of the corresponding instructions. Telia shall process personal data within the framework of the provision of the Service only according to the instructions established in the Data Processing Agreement and the Contract entered into between the Parties.</p> <p>8.8. Telia shall inform the Customer if Telia cannot perform any provisions established in the Data Processing Agreement or in the instructions for processing data provided by the Customer due to the requirements arising from legislation.</p> <p>8.9. Upon Telia's request, the Customer agrees to submit all required information and documentation without unjustified delay to comply with the obligations of a data processor arising from legislation.</p>
<i>Technical and other measures to protect personal data</i>	<p>8.10. Telia shall implement necessary technical or organisational measures to protect personal data. Measures are selected in such a way as to ensure an adequate level of security, and in doing so, their relevance is assessed based on, for example, existing technical solutions, the implementation costs of measures, the method of processing personal data, as well as its nature, scope, context, and purpose, and also the specific risks related to processing. Any expenses arising from the implementation of the Customer's additional requests and measures for Telia shall be covered by the Customer. Telia ensures that the persons authorised to process any personal data have assumed an obligation to keep such data confidential.</p> <p>8.11. Given the methods for processing personal data, available information, and commercial feasibility, to a reasonable extent, Telia helps the in ensuring compliance with the obligations of the controller relating to the security of Personal Data arising from the Legislation.</p> <p>8.12. As the data controller, the Customer is responsible for using the Services in accordance with the requirements applicable to specific data processing (e.g. using Services with the required functionality in the case of special requirements applicable to the processing of Personal Data, including encryption, etc.).</p>
<i>Incidents involving personal data</i>	<p>8.13. In case of a breach related to processing personal data as part of the Service provision, Telia shall inform the Customer about this in writing without undue delay after it has become aware of it. Telia shall document the circumstances of the breach related to Personal Data in accordance with the Legislation.</p> <p>8.14. For the sake of clarity, the Parties confirm that if Telia has implemented the necessary procedures agreed between the Parties and specified in the Legislation, but a Personal Data breach nevertheless occurs (e.g. unlawful disclosure or loss of Personal Data), this shall not automatically constitute a breach of the Data Processing Agreement, the Contract concluded for the use of the Service and/or the Legislation. A situation where Telia is unable to fulfill its obligations for reasons attributable to the Customer, e.g. the Customer does not allow Telia to update systems or software, install patches, etc. within the scope of the Service, shall also not be considered a breach of the Contract.</p>
<i>Third party access to personal data</i>	<p>8.15. If a third person (for example, data subject or supervisory authority) requests access to the personal data to be processed as part of the Service from Telia, the latter shall direct such a request to the Customer as the data controller. Telia shall not disclose any information related to the personal data processed as part of the Service without the Customer's consent, unless the obligation to disclose the corresponding data arises from legislation. In this case, Telia shall inform the Customer about the corresponding inquiry if such a notification has been permitted by law.</p>

<i>Auditing</i>	<p>8.16. The Customer has the right to audit Telia to verify the performance of obligations established in the Data Processing Agreement or legislation. Such an audit may be carried out on the premises of Telia no more than once a year during regular business hours by giving reasonable notice in advance, and it should not limit or interrupt Telia's business activities. An audit may be carried out by the Customer's employees or a third person provided by the Customer and accepted by Telia, provided that the corresponding third person has undertaken a sufficient confidentiality obligation. The Customer shall be responsible for covering its audit expenses (including the expenses of third persons). If Telia has already carried out an audit to the extent of a recommended audit (or it has been performed by a third person chosen by Telia), Telia may submit an audit report to the Customer and in the corresponding part, Telia does not have to enable the Customer to carry out an additional audit, unless there is a reasonable need to do so.</p> <p>8.17. Telia enables a public authority to carry out inspections with regard to the processing of personal data as part of legislative procedures related to the Customer. Telia may submit an invoice to the Customer for reasonable expenses related to the performance of the corresponding inspections.</p>
<i>Consequences of termination of the Contract</i>	<p>8.18. If the processing of personal data is no longer needed based on the Contract or the corresponding Contract is terminated, Telia shall delete all personal data that Telia has processed based on the Contract, unless otherwise required by legislation. By agreement of the Parties, Telia shall return the personal data to the Customer and delete any existing copies of personal data. With such an event, the Data Processing Agreement shall also be considered to be terminated in the corresponding part from the moment of deleting the personal data.</p>
<i>Compensation of costs and limits of liability</i>	<p>8.19. The Party undertakes to compensate the other Party for any direct damage caused to the other Party as a result of the processing of Personal Data contrary to the Data Processing Agreement, the Contract, Legislation or the decision of the data protection authority, subject to the limitations set out in clause 7.3. Telia's liability for a breach of the Data Processing Agreement, the Contract or legislation is limited to the measures and systems within Telia's sphere of responsibility. Telia shall in no event be liable for any consequence arising from a breach related to the processing of personal data caused by the activities or inactivity of the Customer or by the Customer's resources or systems under the Customer's control or responsibility, even if they are involved in the provision of the Service.</p>
<i>Use of processors</i>	<p>8.20. Telia shall not have the right to forward personal data to any third persons or use any other data processors to process personal data without prior written consent of the Customer. If such consent is available, the data processor assigned by Telia upon forwarding personal data shall be subject to at least the same data protection obligations as established in the Data Processing Agreement.</p> <p>8.21. The Customer hereby gives a general permission to Telia to use the data processors published for the purposes of processing personal data on the website of Telia to the extent that is required to provide the Services, and update the corresponding list of data processors if Telia deems it necessary, provided that:</p> <p>8.21.1. Telia informs the Customer about any changes with regard to data processors; Telia may comply with the corresponding notification obligation by keeping an updated and applicable list of approved data processors available on the website of Telia and publishing a notification on updating the list on the website or sending the corresponding notification to the Customer by email or in any other reasonable manner.</p> <p>8.21.2. The Customer has the right to object to the use of a specific data processor on the basis of data protection (for example, if a specific data processor is not able to comply with the data protection obligations required by law) and</p> <p>8.21.3. the corresponding obligations of data protection, as provided in this Data Processing Agreement, have been established for the corresponding data processor in writing.</p>

		<p>8.22. If the Customer refuses to use a specific data processor for reasons related to data protection, the Parties shall negotiate in good faith to agree on how to proceed with the Service provision and find a reasonably acceptable solution for both Parties (including the appropriate expenses and method). If the Parties fail to find a solution within one (1) month of the date on which the Customer informed Telia about the opposition to a specific data processor, Telia has the right to terminate the provision of the corresponding Service.</p> <p>8.23. Upon using a data processor, Telia remains fully responsible in front of the Customer for performing the obligations arising from legislation and the Data Processing Agreement.</p>								
	International transfer of personal data	<p>8.24. As part of the Service provision, it is allowed to internationally forward personal data without the corresponding additional permission by the Customer if this:</p> <p>8.24.1. is based on the decision of the European Commission that a sufficient level of data protection has been ensured in the country of destination or</p> <p>8.24.2. is based on the approved internal rules of group according to legislation or</p> <p>8.24.3. will be subject to the appropriate safeguards (including the conclusion of standard contractual clauses for the transfer of personal data to third countries, as published by the European Commission) which ensure an adequate level of data protection as required by the Legislation.</p>								
9.	Switching between data processing services and data portability									
		<p>9.1. The terms and conditions set out in this Chapter set out the rights and obligations between the Parties in relation to the switching between data processing services and the portability of data as provided for in the Data Act.</p> <p>The definitions used in this Chapter have the following meanings:</p> <table><tr><td>Exportable data</td><td>input and output data, including metadata, created directly or indirectly by or in connection with the use of the data processing service, which are to be ported to the Customer (or to a third party indicated by the Customer) as part of the switching process. Exportable data does not include Telia's or a third party's property or data that is protected by intellectual property rights or constitutes a trade secret, or the transmission or disclosure of which would compromise the security and integrity of Telia's systems and services.</td></tr><tr><td>Digital assets</td><td>elements in digital form, including applications, which the Customer is entitled to use in connection with the service to be exchanged and without which the Customer's data cannot be used in the new service provider's environment.</td></tr><tr><td>The switching process</td><td>a process involving Telia, the Customer and, where applicable, a new data processing service provider, whereby the Customer migrates from using a data processing service provided by Telia i) to using another data processing service of the same type provided by Telia, ii) to other service of the same type provided by another data processing service provider, iii) or transfers exportable data and digital assets to on-premises ICT infrastructure. A service is considered of the same type if the service has the same primary purpose, data-processing service model and main functionalities.</td></tr><tr><td>On-premises ICT infrastructure</td><td>ICT infrastructure and computing resources owned, rented or leased by the Customer, located in the Customer's own data centre and operated by the Customer or a third party designated by the Customer.</td></tr></table>	Exportable data	input and output data, including metadata, created directly or indirectly by or in connection with the use of the data processing service, which are to be ported to the Customer (or to a third party indicated by the Customer) as part of the switching process. Exportable data does not include Telia's or a third party's property or data that is protected by intellectual property rights or constitutes a trade secret, or the transmission or disclosure of which would compromise the security and integrity of Telia's systems and services.	Digital assets	elements in digital form, including applications, which the Customer is entitled to use in connection with the service to be exchanged and without which the Customer's data cannot be used in the new service provider's environment.	The switching process	a process involving Telia, the Customer and, where applicable, a new data processing service provider, whereby the Customer migrates from using a data processing service provided by Telia i) to using another data processing service of the same type provided by Telia, ii) to other service of the same type provided by another data processing service provider, iii) or transfers exportable data and digital assets to on-premises ICT infrastructure. A service is considered of the same type if the service has the same primary purpose, data-processing service model and main functionalities.	On-premises ICT infrastructure	ICT infrastructure and computing resources owned, rented or leased by the Customer, located in the Customer's own data centre and operated by the Customer or a third party designated by the Customer.
Exportable data	input and output data, including metadata, created directly or indirectly by or in connection with the use of the data processing service, which are to be ported to the Customer (or to a third party indicated by the Customer) as part of the switching process. Exportable data does not include Telia's or a third party's property or data that is protected by intellectual property rights or constitutes a trade secret, or the transmission or disclosure of which would compromise the security and integrity of Telia's systems and services.									
Digital assets	elements in digital form, including applications, which the Customer is entitled to use in connection with the service to be exchanged and without which the Customer's data cannot be used in the new service provider's environment.									
The switching process	a process involving Telia, the Customer and, where applicable, a new data processing service provider, whereby the Customer migrates from using a data processing service provided by Telia i) to using another data processing service of the same type provided by Telia, ii) to other service of the same type provided by another data processing service provider, iii) or transfers exportable data and digital assets to on-premises ICT infrastructure. A service is considered of the same type if the service has the same primary purpose, data-processing service model and main functionalities.									
On-premises ICT infrastructure	ICT infrastructure and computing resources owned, rented or leased by the Customer, located in the Customer's own data centre and operated by the Customer or a third party designated by the Customer.									

		<b>Functional equivalence</b>	a situation where, after the switching process, the minimum level of functionality is restored in the new data processing service environment based on the Customer's exportable data and digital assets, so that the new service essentially provides the same result with the same characteristics as the one used by the Customer under the contract with Telia before the switching process was initiated.
	<i>General conditions for switching</i>	9.2.	When using the data processing service, the Customer shall have the right to change the service provider or to transfer the exportable data and digital assets to a on-premises ICT infrastructure, as set out in these terms and conditions and in the Contract.
		9.3.	Telia will ensure that the Customer has fair and non-discriminatory access to the Customer's data.
	<i>Initiating the switching process</i>	9.4.	The Customer shall notify Telia of their wish to switch the data processing service or transfer the data in writing two (2) months in advance by submitting a written application (hereinafter the Application). The Customer shall also submit the Application if they wish to transfer data in other circumstances (e.g. upon termination of the Contract, including due to termination by Telia).
		9.5.	The Customer shall indicate in the Application which action(s) they wish to take upon expiry of the notice period:
		9.5.1.	switch to a different data processing service provider, in which case the Customer shall provide Telia with the necessary information about that service provider;
		9.5.2.	switch to on-premises ICT infrastructure;
		9.5.3.	delete their exportable data and digital assets.
	<i>Duration of the switching process</i>	9.6.	The switching process will be carried out without undue delay, but within a maximum of 30 (thirty) days from the end of the notice period (hereinafter also referred to as the transitional period, which is the period from the end of the notice period for the submission of the Application until the end of the switching process).
	<i>Co-operation between the Parties during the switching process</i>	9.7.	The Parties shall cooperate in good faith to make the switching process efficient, to enable the timely transfer of data, and to maintain the continuity of the data processing service.
		9.8.	Telia will support the Customer's exit strategy related to the contracted services, including by providing all relevant information.
	<i>Service provision during the switching process</i>	9.9.	During the switching process, Telia will continue to provide the service as agreed upon in the Contract. In this case, Telia shall:
		9.9.1.	provide reasonable assistance to the Customer and third parties authorised by the Customer in the switching process;
		9.9.2.	act with due diligence to maintain the continuity of the service;
		9.9.3.	provide the Customer, at the Customer's request, with clear information on the known risks related to the continuity of the functions or services used so far;
		9.9.4.	ensure the security of the data, including during transmission and during the retrieval period set out in clause 9.14.
	<i>Extension of the switching process and alternative transition period</i>	9.10.	The Customer has the right to extend the transitional period once for a period that the Customer considers more appropriate for their purposes.
		9.11.	An extension of the transition period at the Customer's request shall be without prejudice to Telia's rights to designate an alternative transition period.
		9.12.	If, for technical reasons, it is not possible to complete the switching process within the time period referred to in clause 9.6, Telia will notify the Customer within 14 working days of receipt of the Application and shall duly justify the technical unfeasibility. In the notice sent to the Customer, Telia will specify an alternative transition period which shall not exceed seven (7) months.

		9.13. During the alternative transition period, Telia will continue to provide the service as agreed upon in the Contract.
	<i>Data retrieval</i>	<p>9.14. In the event of a change of service provider or transfer of data to on-premises ICT infrastructure, the Customer undertakes to retrieve the exportable data within 30 (thirty) days of the expiry of the switching period (or, where applicable, the alternative transition period).</p> <p>9.15. In doing so, the Customer shall take into account that Telia provides access to the data, but cannot influence the technical solution used by the Customer or the service provider designated by the Customer, its performance, or the speed of receiving the data. Therefore, the Customer shall ensure that solutions are used that allow the above deadline to be met.</p>
	<i>Deleting data</i>	<p>9.16. Telia will ensure the complete deletion of the exportable data and digital assets created by or related to the Customer:</p> <p>9.16.1. in the event of a change of service provider or a transfer of data to a on-premises ICT infrastructure: at the end of the data retrieval period referred to in clause 9.14, or at any other time agreed between the Parties (in which case the transition period is considered to be extended by the Customer as set out in clause 9.10), provided that the switching process has been successfully completed;</p> <p>9.16.2. in the event of a request to delete exportable data and digital assets, if the Customer does not wish to change their service provider: upon expiry of the notice period referred to in clause 9.4.</p>
	<i>Termination of the Contract</i>	9.17. Upon deletion of the data, the Contract shall be deemed terminated. Telia will send the Customer a confirmation of the termination of the Contract.
	<i>Publication of information on the Telia website</i>	<p>9.18. The following is published on the Telia website:</p> <p>9.18.1. an exhaustive specification of the categories of data and digital assets per data-processing service that may be ported during the switching process, as well as all the exportable data;</p> <p>9.18.2. an exhaustive specification of the categories of data that are exempted by Telia from of the exportable data in the switching process;</p> <p>Telia reserves the right to unilaterally modify these specifications. If the change restricts the Customer's ability to carry out the switching process or the composition of the exportable data and digital assets, Telia will notify the Customer of the change in accordance with the procedure set out in the General Terms and Conditions. If the change does not limit the existing options (including if additional technical options or interoperability specifications are added), Telia is not obliged to notify the Customer of the change to the information published on the website.</p> <p>9.19. The following is also published on the Telia website:</p> <p>9.19.1. an online register containing details of the data structures and data formats to be transferred, as well as the relevant standards and open interoperability specifications in which the exportable data are available;</p> <p>9.19.2. the procedures for the switching and porting to the data processing service, including information on the methods and formats available, as well as and on the limitations and technical restrictions known to Telia.</p> <p>Telia ensures that the information published on the website (including the online register) is up to date. Telia reserves the right to modify the information published on the website, including the information contained in the relevant online register. Telia does not undertake to notify the Customer in advance of such changes.</p>
	<i>Technical aspects of changing service provider</i>	9.20. During the switching process, Telia will make open interfaces available to the Customer and the respective Customer's new service provider on an equal basis and free of charge to facilitate the switching process. These interfaces will include sufficient information about the service to be ported to allow the development of software to interact with the services for data portability and interoperability.



		<p>9.21. Telia shall ensure the compatibility of the data processing service with the common specifications or harmonised standards for interoperability based on the open specifications for interoperability for a period of at least 12 months after the publication of the references to those common specifications or harmonised standards in the Union repository of standards for interoperability for data processing services following the publication of the implementing acts on which they are based in the Official Journal of the European Union in accordance with Article 35 (8) of the Data Act.</p> <p>9.22. The exportable data shall be provided to the Customer in accordance with a common specification or harmonised standard published in the Union repository of interoperability standards for data processing services.</p> <p>9.23. If no specifications/standards are published, the exportable data will be provided by other means, including data extraction, conversion and upload, and will be in a structured, commonly used and machine-readable format.</p>
	<i>Ensuring functional equivalence</i>	<p>9.24. If the object of the exchange process is infrastructure provided as a service (server, network, virtual resources necessary to operate the infrastructure) within the meaning of Article 30 of the Data Act, Telia shall take reasonable measures at their disposal to ensure that the Customer achieves equivalent functionality when using the new data processing service after switching to another service of the same type.</p> <p>9.25. Telia facilitates the switching process by providing capacity, adequate information, documentation, technical support and, where appropriate, the necessary tools.</p>
	<i>Special arrangements resulting from the special solution</i>	<p>9.26. In the case of a service where most of the core features are tailored to the Customer's specific needs or where all the components are developed for the Customer, and which Telia does not offer to other customers on a large scale, the exchange process will be subject to the following exceptions:</p> <p>9.26.1. Telia does not guarantee functional equivalence as described in clause 9.24;</p> <p>9.26.2. Telia does not guarantee the compatibility of the data processing service with common specifications based on open interoperability specifications or harmonised standards for interoperability;</p> <p>9.26.3. Telia has the right to charge an appropriate switching fee for the exportable data and digital assets.</p>
	<i>Contractual transparency obligations in relation to international access and transfer</i>	<p>9.27. Estonian law applies to the ICT infrastructure used for data processing within the framework of the service provided to the Customer.</p> <p>9.28. A description of the technical, organisational and contractual measures that Telia implements to prevent unlawful access or transfer of non-personal data stored in the Union by governmental authorities at international level is published on Telia's website.</p>
	<i>Switching charge</i>	<p>9.29. Telia will not charge the Customer for the performance of the switching process, except:</p> <p>9.29.1. in the case described in clause 9.26;</p> <p>9.29.2. if the Customer wishes to carry out the switching process or port data in a different way (including by using a different technical solution or in a different format) than Telia has described in the Rules and the Terms and Conditions referred to therein (including on the website).</p> <p>9.30. The fee shall be calculated in accordance with the Price List on the basis of the hourly rate of the specialist(s) who carried out the work.</p>
	<i>Scope of the terms and conditions described in this Chapter</i>	<p>9.31. The terms and conditions of switching the data processing service apply when switching a data processing service provided by Telia for a service provided by another service provider. Telia cannot guarantee the fulfilment of the respective obligations in the same form of if Telia is the service provider for whose service the Customer exchanged the service provided by another service provider within the framework of the switching process.</p>



10.	<b>Sharing of data generated by the use of connected product and related service</b>	
		10.1. The conditions set out in this Chapter set out the rights and obligations between the Parties in connection with the sharing of data created upon use of the connected product and related service pursuant to the provisions of the Data Act.
	<i>Access to data</i>	<p>10.2. Data generated by the use of the connected product and data generated by the use of the related service, including the relevant metadata necessary for the interpretation and use of the data, shall by default be easily, securely, freely, in a comprehensive, structured, sharable and machine-readable form and, where appropriate and technically feasible, directly accessible to the Customer.</p> <p>10.3. Unless otherwise agreed upon in the Contract, the Customer shall be provided with direct access to the data (including metadata) via the Telia IoT platform.</p> <p>10.3.1. If the use of the connected product or related service results in the creation of personal data whose data subject is not the Customer, Telia will only make the relevant personal data available to the Customer if there is a legal basis for doing so.</p>
	<i>Making data available to third parties</i>	<p>10.4. The Customer can make their data available to third parties through the Telia IoT platform.</p> <p>10.4.1. If the data includes personal data, the Customer is independently responsible for ensuring that they have the appropriate legal basis for sharing the personal data with third parties.</p> <p>10.5. If the data is not made available through the Telia IoT Platform, Telia and the relevant third party (data recipient) will agree on the procedure for making the data available to third parties. Telia shall make the data available on fair, reasonable and non-discriminatory terms and in a transparent manner, in accordance with this Chapter of the Rules.</p> <p>10.6. Telia has the right to demand compensation (a fee) from the data recipient for making the data available to it, based on the time spent transmitting the data. This fee is charged based on an hourly rate, as set out in the Price List.</p>
	<i>Restricting access</i>	10.7. Telia has the right at any time to restrict or prohibit (i) access to the data, (ii) use of the data, or (iii) further sharing of the data, if it undermines or may undermine the legal security requirements applicable to the connected product, having a serious adverse effect on the health, safety or security of natural persons.
	<i>Protection of trade secret</i>	<p>10.8. Trade secrets are kept confidential.</p> <p>10.9. Data or information containing trade secrets shall be disclosed:</p> <p>10.9.1. to the Customer, provided that the Customer has implemented the appropriate measures agreed between the Parties to ensure the confidentiality of the data;</p> <p>10.9.2. to a third party only to the extent strictly necessary to fulfil the purpose agreed between the Customer and the third party, and only provided that the third party has implemented appropriate measures agreed with Telia or the owner of the trade secret to ensure the confidentiality of the data.</p> <p>These measures could be, for example, model contractual clauses, confidentiality agreements, strict access protocols, technical standards and the application of codes of conduct.</p> <p>10.10. In the absence of an agreement to this effect, or if the agreed measures have not been implemented, or if the Customer or a third party undermines the confidentiality of the trade secret, Telia has the right to terminate or suspend the sharing of data identified as trade secrets.</p> <p>10.10.1. In such a case, Telia will notify the Customer or the relevant third party (with the reasons) without undue delay.</p> <p>10.10.2. Telia will also inform the relevant competent authority that they have ceased or suspended data sharing, specifying which measures have not been agreed upon or implemented and, where applicable, which trade secret confidentiality has been compromised.</p> <p>10.11. If Telia, as the owner of the trade secret, can demonstrate that, despite the technical and organisational measures taken pursuant to clause 10.9, there is a</p>

		<p>substantial likelihood that the disclosure of the trade secret will cause Telia significant economic harm, Telia may refuse access to the specific data in question on a case-by-case basis. Such evidence must be fully justified on the basis of objective circumstances, in particular the protection of trade secrets in third countries, the nature and level of confidentiality of the data requested, and the uniqueness and novelty of the connected product, and shall be provided to the Customer or the relevant third party in writing and without undue delay. If Telia refuses to share data under this clause, they will notify the relevant competent authority of this refusal.</p>
	<i>Restrictions on the use of data</i>	<p>10.12. The Customer undertakes not to use the data referred to in clause 10.2 for the development of a connected product that competes with the connected product offered by Telia from which the data originates, to share such data with a third party for such purpose, or to use such data to obtain information about the manufacturer or, as the case may be, Telia's financial situation, assets and production methods.</p> <p>10.13. The Customer undertakes not to use coercive means to gain access to the data or to abuse any gaps in Telia's technical infrastructure designed to protect the data.</p>
	<i>Purpose and scope of data use</i>	<p>10.14. Telia uses easily accessible non-personal data solely on the basis of a contract concluded with the Customer and for the purpose of performing the Contract.</p> <p>10.15. Telia does not make non-personal data created through the use of the product available to third parties, except for the performance of a contract concluded with the Customer. Where applicable, Telia will impose a contractual obligation on third parties not to further share the data received from Telia.</p>
	<i>Technical safeguards applicable to unauthorised use or disclosure of data</i>	<p>10.16. Telia implements appropriate technical safeguards to prevent unauthorised access to data, including metadata. The Customer, the third party and the data recipient are prohibited from removing the relevant technical safeguards without Telia's consent.</p> <p>10.17. Telia, the owner of the trade secret or the Customer have a right to request the implementation of safeguards if the third party or the data recipient:</p> <p>10.17.1. has provided false information to Telia to obtain the data, used misleading or coercive means, or abused gaps in Telia's technical infrastructure designed to protect the data;</p> <p>10.17.2. has used the data made available for unauthorised purposes, including the development of a competing combined product;</p> <p>10.17.3. has unlawfully disclosed data;</p> <p>10.17.4. has not maintained the technical and organisational measures agreed upon in accordance with clause 10.9; or</p> <p>10.17.5. has modified or removed the technical protection measures applied by the data holder in accordance with clause 10.16 without the consent of the data holder.</p> <p>10.18. As appropriate safeguards, Telia, the owner of the trade secret, or the Customer has the right to request that the third party or data recipient:</p> <p>10.18.1. deletes the data made available by Telia and all copies thereof;</p> <p>10.18.2. ceases to produce, supply or place on the market or use goods, derivative works or services based on knowledge obtained from such data, or to import, export or store infringing goods for such purposes, and destroy any infringing goods, if there is a serious risk that the unlawful use of such data would cause substantial damage to Telia, the trade secret owner or the Customer, or if such action would not be disproportionate to the interests of Telia, the trade secret owner or the Customer;</p> <p>10.18.3. informs the Customer of any unauthorised use or disclosure of data and of the measures taken to stop such unauthorised use or disclosure;</p> <p>10.18.4. compensates a party who suffers damage as a result of the misuse or disclosure of data that has been unlawfully accessed or used.</p> <p>10.19. The foregoing shall also apply if the Customer modifies, removes or fails to maintain the technical and organisational safeguards applied by Telia, which the</p>

		Customer has adopted with the consent of Telia or the owner of the trade secret to maintain the trade secret, as well as in a situation where any third party has obtained data for the Customer in breach of these Rules or the Data Act.
<b>11.</b>	<b>Sanctions and export controls</b>	
	<i>Application of sanctions</i>	<p>11.1. The Customer confirms that</p> <p>11.1.1. Neither the Customer nor any of its affiliates will be subject to sanctions, either directly or indirectly;</p> <p>11.1.2. Neither the Customer nor any of its affiliates are controlled in any way by persons subject to sanctions;</p> <p>11.1.3. Neither the Customer nor any of its affiliates acts directly or indirectly in the interest of or on behalf of any sanctioned person;</p> <p>11.1.4. The Services will not be used to circumvent sanctions in any way.</p> <p>For the purposes of the Rules, sanctions are any system of sanctions that restricts the freedom of trade of a state, group or individual, including a list of prohibited persons, activities or other circumstances imposed by the UN, the EU, the US or other states.</p> <p>11.2. Each Party will promptly notify the other Party in writing of any circumstances that may constitute a breach of the preceding clause.</p>
	<i>Export control</i>	11.3. Products or services provided under the Contract, including technology, equipment, information and software, may be subject to export control laws and regulations ("Export Laws") of the UN, EU, US or other countries that restrict, for example, the import, export, re-export, resale or transfer of such products and services. Each Party, including its affiliates, will comply with the export laws in force and applicable to that Party and will not cause itself, its affiliates or any other Party to be in breach, directly or indirectly, of any export laws.
	<i>Consequences of the breach</i>	11.4. If a Party is in material breach of any of the provisions of clauses 11.1, 11.2 or 11.3, such breach shall constitute a material breach of the Contract and will entitle the other Party to suspend the provision of any Services and/or terminate the Contract immediately without further liability or obligation. If any such breach results in damage to the other Party, the Party in breach of its obligation will be liable to pay compensation. The Party in breach of its obligations will also bear all fines and costs and damages and will comply with all other obligations.
	<i>Customer's obligation to cooperate</i>	<p>11.5. In order to demonstrate compliance with the sanctions and export control requirements set forth in this Chapter, the Customer is obligated, upon a request from Telia, to promptly provide the necessary information and/or documents, including:</p> <p>11.5.1. Information about the members of the Customer's governing bodies, owners or beneficial owners;</p> <p>11.5.2. Information about the Customer's area of activity, economic activity, area of business, customers and business partners (including beneficial owner or other related person);</p> <p>11.5.3. Information about the purpose and nature of the transaction and the legality of the origin of the Customer's assets or the funds used in the transaction;</p> <p>Failure to comply with the aforementioned obligation constitutes a material breach of the Contract, which entitles Telia to suspend performance of the Contract concluded with the Customer or to terminate the Contract by way of extraordinary termination.</p>
<b>12.</b>	<b>Preventing the dissemination of terrorist content online</b>	
		<p>12.1. In providing the Services, Telia will take the necessary technical and operational measures to combat the distribution of terrorist content to the public. More information on the policy on combating the dissemination of terrorist content can be found on the Website.</p> <p>12.2. Telia has the right to remove and/or block the access of the Customer and third parties to terrorist content distributed to the public by the Customer using the service or through the service or published in any manner on the basis of an order</p>

		<p>of the authority having the respective competence. Telia will notify the Customer thereof as indicated in the legislation.</p> <p>12.3. Telia will store and process the removed web content as indicated in the legislation.</p>
<b>13.</b>	<b>Implementing provisions</b>	
		<p>13.1. This version of the Rules of IT Services enters into force on 12 September 2025, repealing and replacing:</p> <p>13.1.1. the version of the Rules of IT services that entered into force on 1 September 2022;</p> <p>13.1.2. Terms of Use of the Administrative Interface of the Telia Hybrid Cloud No. ET.05.SR.16.</p>

## RULES OF IT SERVICES

### ANNEX 1. Definitions

Unless otherwise established in the Contract or the Service Terms and Conditions, upon providing the Customers with the Services, the following definitions apply:

#### 1. Definitions and terms to be used

<b>Standard business hours</b>	from Monday to Friday from 9:00 to 18:00, except on public and national holidays;
<b>Non-standard business hours</b>	from Monday to Friday from 6:00 to 09:00 and from 18:00 to 22:00, except on public and national holidays;
<b>Night-time business hours</b>	from Monday to Friday from 22:00 to 06:00, and round the clock during weekends and on public and national holidays;
<b>Service hours</b>	the period of time during which Telia carries out activities related to the provision of the Service, eliminates malfunctions in the Service or resolves the Customer's requests;
<b>Service failure (Incident)</b>	a situation where the Customer cannot use the Service as agreed in the Contract, including, for example, unplanned shutdown or interruption of the functioning of the Service, IT system, device or application. The forms of the Service failure include the Service outage and the Service disturbance;
<b>Service outage</b>	a situation where the functioning of the Service, IT systems or devices or application described in the Contract cannot continue (has stopped);
<b>Service disturbance</b>	a situation where the functioning of the Service, IT systems or devices or application described in the Contract is limited (is disturbed);
<b>Service support request</b>	The Customer's request to receive support with regard to some Service used as part of the Service, or subscribe to a standard Modification or access;
<b>Modification</b>	any addition, elimination or modification that influences the existing and functioning Service, IT system or device or their configuration;
<b>Response time</b>	the period from receiving the notice about the Service failure to Telia's corresponding action. If the method of response is not specified in the Contract, the Response time shall mean the Remote response time;
<b>Remote response time</b>	the period from receiving the notice about the Service failure to the corresponding remote activities. The remote management shall include the use of previously agreed software or consultations by telephone or email;
<b>Response time for arriving</b>	the period from receiving the notice until the specialist arrives to the Customer's location;
<b>Repair time</b>	the period between the moment the notice on the Service failure is received until the functionality of the Service, IT system or device or application has been restored.

#### 2. Definition of requests

<b>Determination of the extent of the impact of a request:</b>	<b>High</b>	Several users have experienced a service outage or the service cannot be used.
	<b>Medium</b>	One user experiences a Service outage or many users experience a Service disruption or several components used in the Service have been disrupted, but the Service can be used.
	<b>Low</b>	One user experiences disruptions in the Service or the functioning of a component used as part of the Service is disrupted, but the Service can be used.
	<b>Not available</b>	No impact on the Service.

**Requests with a High or Medium impact should always be forwarded to Telia by telephone.**

When registering the time of the Customer's request, the data fixed in the relevant Telia management system are used.

Customer Service shall answer the Customer's calls around the clock; however, any requests received by e-mail shall be registered during Working Hours. Any requests received by email outside of Working Hours shall be registered on the following working day. Any requests received outside of Working Hours are addressed on the working day following the request, regardless of the manner in which the request was sent, unless the Parties have agreed otherwise within the framework of the Service.

Type of request	Content	Determination of impact scope	Telia's activities
<b>Incident Resolution</b>	a situation where the Customer informs Telia about the Service failure or Telia identifies it.	as set out in the Terms and Conditions or the Contract applicable to the specific service	The Service failure shall be eliminated by the customer service, remote service team or specialists of the corresponding Service.
<b>Service Request</b>	A situation where the Customer requests for support with regard to some Service provided by Telia, order a standard Modification or access.  Massive queries that are not related to the provision of the existing service shall be determined as queries outside of the Service.	Low	The Customer shall be assisted by the customer service, the remote service team or the specialists of the corresponding service.
<b>Request for Change</b>	A situation where the Customer requests to modify the existing and functioning system or change the configuration of the Service or the system.  Large-scale modifications that are not related to the provision of the existing service shall be determined as queries outside of the Service.	Low	The change shall be carried out by the customer service, the remote service team or the specialists of the corresponding service.
<b>Request for Information</b>	a situation where the Customer requests information about Telia, the Contract or the Service.	none	questions that are not answered through the customer service are forwarded to Telia's customer manager, who responds to or contacts the Customer after a reasonable period of time.
<b>Request is out of scope</b>	The Customer contacts Telia with a notice other than above-mentioned, or which is not a part of the offered service.	none	questions that are not answered through the customer service are forwarded to Telia's customer manager, who responds to or contacts the Customer.