

# RULES OF IT SERVICES



Valid from 1 September 2022

<b>1.</b>	<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. Teenuste osutamisel kasutatavad mõisted on toodud Eeskirja Lisas 1.</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>
<b>2.</b>	<b>Basic conditions for the provision of Services</b>	
	<i>Implementation of security measures</i>	<p>2.1. Upon providing the Services, Telia implements required organisational, physical, and IT-related security measures to ensure the integrity, affordability, and confidentiality of the Customer’s data located in Telia’s infrastructure, systems, and applications.</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 operation of the Service if the actions or inactions of the Customer cause the system being used to be unstable or unsafe. The Customer will be liable for any damage caused to Telia (including damage caused by third parties) if the Customer breaches this clause.</p>
	<i>Use of the Customer’s equipment and technical solutions</i>	<p>2.3. The Customer is responsible for the fact 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. 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>
	<i>Supply of IT equipment and software</i>	<p>2.4. Telia will not supply the equipment (including software) required for using the Service as part of the Service, unless the Parties have agreed otherwise.</p>
	<i>Conformity of the Services with the Contract</i>	<p>2.5. 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>2.6. 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 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.</p>
	<i>Using the software</i>	<p>2.7. Upon using software as part of the Service, the Customer is obligated to ensure that software is used legitimately (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>2.8. 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>

<p><i>Using the administrative environment</i></p>	<p>2.9. 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. 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>2.10. 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><i>Customer's duty to refrain from unlawful conduct</i></p>	<p>2.11. When using the Service, the Customer agrees 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>2.12. 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>
<p><i>Use of subcontractors</i></p>	<p>2.13. 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>
<p><i>Changes to the conditions related to licences</i></p>	<p>2.14. If the licensor of any licenses used by the Customer as part of the Contract changes any license fees without consulting Telia, the latter will inform the Customer about the corresponding changes as soon as possible. As a result of any change in the licence fees and terms and conditions by the Licensor, Telia will also be entitled to amend the contract concluded between the Parties, 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>
<p><i>Unilateral revision of prices</i></p>	<p>2.15. 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>
<p><i>Proposal for the conclusion or amendment of the Contract</i></p>	<p>2.16. 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>Transfer of data at the end of the Contract</i>	2.17. Upon expiry or cancellation of the Contract due to any reason, the Customer's data can be transferred to any IT devices not belonging to Telia only on the basis of a corresponding order timely submitted by the Customer either in writing or in a format which can be reproduced in writing and at the expense of the Customer, unless otherwise agreed by the Parties. This order has to be submitted to Telia before the expiry of the Contract, or if this is not possible, then no later than within fourteen (14) calendar days after the expiry of the Contract.
<b>3.</b>	<b>Service failure elimination</b>	
	<i>Notification of a malfunction</i>	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. 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.
	<i>Elimination of malfunction</i>	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. 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. 3.5. The Customer is obligated provide reasonably expected assistance when the Service failure is being eliminated and 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.
	<i>Suspension of malfunction duration</i>	3.6. Calculation of the duration of the Service failure shall be stopped if: 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; 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. 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.
<b>4.</b>	<b>Maintenance operations</b>	
		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>4.2. As a general rule, Telia will carry out scheduled maintenance to ensure the operation of the Service between 23.00 and 07.00. Telia will be entitled to carry out unscheduled maintenance that is absolutely necessary to prevent malfunctions in the Service at any time.</p> <p>4.3. Telia will notify the Customer at least forty-eight (48) hours in advance of scheduled maintenance service and, if possible, at least twelve (12) hours in advance of unscheduled maintenance service. Due to maintenance service, the Service may be disrupted for specified periods of time, which will not be considered a malfunction of the Service.</p>
<b>5.</b>	<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 cancel the Contract without giving an additional term for performing any 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 request that the Customer would cover the fee established in the Price List or agreed between the Parties for supply, installation or the performance of other similar work, 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>
<b>6.</b>	<b>Confidentiality</b>	<p>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.</p> <p>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.</p> <p>6.3. Each Party is obliged to inform the other Party immediately of all cases of the confidentiality clause having been breached.</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 2.15.</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 knowhow and experience they have obtained in the course of fulfilling 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>

7.	<b>Responsibility</b>	
	<i>Compensation for damage</i>	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. The limitations on damages in the Rules do not apply to damages caused intentionally or as a result of serious negligence.
	<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 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.</p> <p>7.6. 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.</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 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</p>

		<p>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>

		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.
<i>Roles of the Customer and Telia in the processing of personal data</i>	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.  The processing of personal data by Telia as a data controller shall take place according to the provisions of the General Terms and Conditions.
<i>Obligation of the Customer to notify of the processing of personal data</i>	8.3.	<b>Based on the Service used by the Customer, Telia may not be aware that the processing of personal data takes place 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.
<i>Data processing contract</i>	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.  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.
	8.5.	In order to fix any details related to the processing of personal data, the Parties shall sign the Annex to the Personal Data, which forms part of the Data Processing Agreement and the provision of the corresponding Service.
<i>Legal basis for the processing of personal data</i>	8.6.	As a data controller, the Customer shall confirm and be liable for the facts that the processing of personal data within the framework of the Service takes place on the basis of the current legal basis to achieve legitimate objectives, 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. At the same time, the Customer shall confirm and be liable for the fact 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 requirement of legislation.
<i>Customer's instructions to Telia on data processing</i>	8.7.	The Customer shall agree and confirm that the terms and conditions provided in this Chapter form the instructions for processing personal data within the meaning of legislation as the Data Processing Agreement. 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.
	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.

	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.
<i>Technical and other measures to protect personal data</i>	<p>8.10. Telia shall implement any required 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 Customer to ensure the performance of the obligations of data controller, which are related to the security of personal data arising from legislation.</p> <p>8.12. As the data controller, the Customer shall be responsible for using the Service in the light of the valid requirements applicable to specific data processing (for example, uses the Services with the required functionality in case of special requirements applied 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 unjustified delay once Telia has learned about such a breach. Any circumstances related to a breach of personal data shall be documented by Telia according to legislation.</p> <p>8.14. For clarity, the Parties confirm that Telia has implemented the required procedures that have been agreed by the Parties and established in legislation, however, in case of a breach related to personal data (for example, unauthorised disclosure or publication of personal data), this does not automatically mean the violation of the Data Processing Agreement, the contract on service provision and/or legislation. Also, a situation where it is impossible for Telia to perform its obligations for reasons arising from the Customer, for example, the Customer does not enable Telia to update any systems or software, install patches, etc. as part of the Service, is not considered to be a breach of contract.</p>
<i>Third party access to personal data</i>	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.
<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 as part of contract. 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</p>

		related to the performance of the corresponding inspections.
<i>Consequences of termination of the Contract</i>	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.
<i>Compensation of costs and limits of liability</i>	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 responsibility for a breach of the Data Processing Agreement, the Contract or legislation has been limited with the measures and systems belonging to Telia's responsibility area. Telia is by no means responsible for any consequences arising from the fact that a breach related to the processing of personal data is caused by the activities or inactivity of the Customer or by the Customer's resources or systems under the Customer's control or area of responsibility, even if these have been involved in the Service provision.
<i>Use of processors</i>	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. In case the corresponding permission 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.
	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:
	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.
	8.21.2.	The Customer has the right to submit an objection based on the protection of data against a specific data processor (for example, if a specific data processor is not able to comply with the data protection obligations required by law) and
	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.
	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.
	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.

	<i>International transfer of personal data</i>	<p>8.24. As part of the Service provision, it is allowed to internationally forward persona 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>
<b>9.</b>	<b>Sanctions and export controls</b>	
	<i>Application of sanctions</i>	<p>9.1. The Customer confirms that</p> <p>9.1.1. Neither the Customer nor any of its affiliates will be subject to sanctions, either directly or indirectly;</p> <p>9.1.2. Neither the Customer nor any of its affiliates are controlled in any way by persons subject to sanctions;</p> <p>9.1.3. 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>9.1.4. 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>9.2. 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>	<p>9.3. 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.</p>
	<i>Consequences of the breach</i>	<p>9.4. If a Party is in material breach of any of the provisions of clauses 9.1, 9.2 or 9.3, 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.</p>
	<i>Customer's obligation to cooperate</i>	<p>9.5. 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>9.5.1. Information about the members of the Customer's governing bodies, owners or beneficial owners;</p> <p>9.5.2. 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>9.5.3. 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>10.</b>	<b>Preventing the dissemination of terrorist content online</b>	
		<p>10.1. In providing the Services, Telia will take the necessary technical and operational measures to combat the distribution of terrorist content to the public. More</p>

		<p>information on the policy on combating the dissemination of terrorist content can be found on the Website.</p> <p>10.2. 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 of the authority having the respective competence. Telia will notify the Customer thereof as indicated in the legislation.</p> <p>10.3. Telia will store and process the removed web content as indicated in the legislation.</p>
<b>11.</b>	<b>Implementing provisions</b>	
		<p>11.1. This version of the Rules of IT Services enters into force on 1 September 2022, repealing and replacing the version of the Rules of IT services that entered into force on 25 May 2018.</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 during public 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 during public holidays;
<b>Night-time business hours</b>	from Monday to Friday from 22:00 to 06:00, and round the clock during weekends and public 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;
<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>None</b>	No impact on the Service;
	<b>Low</b>	One user experiences disturbances in the Service or the functioning of a component used as part of the Service is disturbed, but the Service can be used;
	<b>Medium</b>	One user experiences the Service outage or many users experience the Service disturbance or several components used in the Service have been disturbed, but the Service can be used;
	<b>High</b>	Several users have experienced the service outage or the service cannot be used.

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

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.