

Terms of Use of the Administrative Interface of the Telia Hybrid Cloud No. ET.05.SR.16.A

Telia will enable the Client to use the Administrative Interface of the Telia Hybrid Cloud according to these Terms of Use.

In matters not stipulated in the Terms of Use, the parties shall be guided by the Rules for IT services, the General Terms and Conditions, and the Principles for Using Data, and also the Price List, if relevant.

1. Definitions

Administrative Interface	the environment provided by Telia, in English, through which the Client can use, in accordance with the contents of the Administrative Interface, various IT services and Orchestrate the parameters of those services;
Orchestration	configuration of the parameters of the virtual resource used as a service through the Administrative Interface (provisioning, modifying or pausing, incl. manually and automatically, while taking into account the terms and conditions applicable to the particular resource);
Administrator	user of the Administrative Interface, who has been determined by the Client and who uses the Administrative Interface in the extent of full functionality, in accordance with the contents of the environment, this user also manages the use of services provided through the Administrative Interface and configures the Clients' other users' rights concerning the use of the Administrative Interface;
User Account	an account that enables the use of the Administrative Interface and through which the Client's users are able to use the functionalities of the Administrative Interface in accordance with level (rights) determined for the user by the Administrator.

2. Conditions for the use of the Administrative Interface

- 2.1. For the use of the Administrative Interface, Telia enables the Administrator to access the Administrative Interface (incl. providing them with a username and password, if necessary). The Client's User Accounts will be created and the usernames and passwords needed to access them will be set up by the Administrator; the Administrator also has the right to change the passwords of any of the Client's User Accounts at any time.
- 2.2. The Client is required to exclude third parties from becoming aware of the usernames and passwords that allow access to the Administrative interface and is responsible for all consequences of the use of any of the usernames and passwords (including for any paid services used with the usernames and passwords).
- 2.3. If the Client provides third party access to the infrastructure used through the Administrative Interface, the Client will remain liable to Telia for any third-party activities that take place when using the Administrative Interface. The Client also undertakes to ensure that all third parties who have received such access will contact the Client directly in case of any questions related to the use of the infrastructure. In case these third parties contact Telia, Telia has the right to request that the Client pays for handling the inquiries according to the Price List.
- 2.4. When using the services, the Client undertakes to ensure that all User Account users comply with the requirements specified in these Terms of Use. Among other things, the Client undertakes to ensure that compliance with the Terms of Use is ensured even after changing the extent of rights determined for the User Account.
- 2.5. The Client confirms and agrees that all transactions and operations that are performed using the account provided for the Client are deemed to have been performed by the Client and the Client is fully responsible for all the respective operations and transactions.
- 2.6. When using the Administrative Interface, the Client undertakes:
 - 2.6.1. not to download, store, display, transmit, enter or apply the materials or contents of Telia's infrastructure in any other way that is not in accordance with applicable legislation, and the Client is solely responsible for any damage caused to Telia or third parties;
 - 2.6.2. to refrain from any activity that interferes (or may interfere with), or obstructs (or may obstruct) the service, violates (or may violate) the security of Telia's system, infrastructure or communications network;
 - 2.6.3. to keep the software used in its infrastructure (interfaced with the Administrative Interface) up to date

and secure.

The Client is responsible for any offences and violations of third party rights caused by the Client's action or omission, as well as any damages that may be caused by third parties if the Client violates the terms of this clause.

- 2.7. In the event that the Client violates the provisions of these Terms of Use, Telia has the right, in the interests of the security of the infrastructure, to suspend and/or restrict the Client's access (i.e. access through all of the Client's accounts) to the Administrative Interface, regardless of the scope of the violation or whether the Client agrees with Telia's assessment of the Client's violation.
- 2.8. The Client is responsible for ensuring functional internet connection and the presence and functionality of other resources necessary for the use of the Administrative Interface.

3. Using services through the Administrative Interface

- 3.1. The Client is able to use various services in the extent of options and selections of the Administrative Interface, and the relevant service can be provided by a third party. Among other things, if the corresponding technical prerequisites are met, it is possible to interface, and thereby orchestrate, the Client's own physical resources (e.g. a server) with the Administrative Interface. More information on the selection of services provided through the Administrative Interface and the functionalities of those services is available in the Administrative Interface and on the Telia website.
- 3.2. Interfacing the resource with the Administrative Interface does not limit the Client's ability to use or configure the interfaced resource outside the Administrative Interface (incl. in a situation where the use of the Administrative Interface is limited or interrupted due to a failure), provided that the respective option has been created by the service provider.
- 3.3. In order to monitor or ensure the functionality of the interfaced resource, it may be necessary to install additional software ("agent software") to the client's IT resources (incl., for example, virtual machines). The Client can forgo this by notifying Telia before the resource is interfaced, in which case the Client must take into account the fact that some of the functionalities dependent on this software may not be guaranteed (and that kind of a situation is not considered to be a malfunction or a failure).

In case of installation of the software, the Client is also obliged to conduct the necessary updates as the software manufacturer makes them available. In case of non-performance of updates, the Client will be held solely responsible for the consequences of this omission. In case that the failure to conduct updates may interfere with the functioning of the Administrative Interface or endanger the systems of Telia or of Telia's other Clients, Telia has the right to restrict or completely remove the software specified in the Administrative Interface. Depending on the criticality and impact of the situation, Telia is not obliged to notify the Client of it in advance.

- 3.4. In case of use of service(s) through the Administrative Interface, the technical terms and restrictions for the respective service are established and technical support for the service(s) is ensured by the service provider (who, depending on the service used, may or may not be Telia) of the particular service, who is also responsible for the functioning of the service. The agreements necessary for establishing the terms of service used for this purpose are concluded by the Client with the service provider separately, i.e. these Terms of Use of the Administrative Interface are not to be used as a contract for the basis of use of any relevant service.
- 3.5. Due to the fact that Telia merely mediates third party software to the Client through the Administrative Interface, the Client is aware that by enabling the use of licenses through the Administrative Interface, Telia shall never be responsible for the content of the services provided by the software manufacturer, the functionality of Software, and developing and ensuring operational capability of the additional Software management environment, if such an environment exists.
- 3.6. When using the service, the Client undertakes to comply with the terms and conditions concerning that service, incl. to pay for the service in accordance with terms and conditions established by the provider of said service. Depending on the service provided through the Administrative Interface, the settlement for a service provided by a third party can take place through Telia. Some services may have an estimate fee displayed at the Administrative Interface; this is informative data that may not represent the total fee corresponding to the full service volume used by the Client.
- 3.7. When using services through the Administrative Interface, the Client undertakes to comply with all applicable restrictions and obligations, including those arising from the legislation, regarding their activities. The Client has an obligation to make sure that they are using services corresponding to their needs (incl. on the level corresponding to requirements and restrictions applied to them).

4. Transmission of notifications to the Business client service and the processing of notifications

- 4.1. The technical support number is **+372 606 9944** and their e-mail address is help@telia.ee.
- 4.2. The Client shall be obligated to immediately communicate the notices related to “Medium” and “High” impact only to the telephone numbers provided in clause 2.1. Based on the fact that an e-mail is not a guaranteed service and may not reach Telia within reasonable time due to various circumstances, the service levels established in the Contract shall not be applied to the notices related to “Medium” and “High” impact that have been sent by e-mail.
- 4.3. The Customer service shall answer the Client’s calls around the clock, however, any notices received by e-mail shall be registered during Standard business hours. Any notices received by e-mail during Non-standard business hours shall be registered the following working day. Any notices received during Non-standard business hours shall be addressed on the working day following the notice, regardless of the manner the notice was sent, unless the Parties have agreed otherwise.
- 4.4. When contacting the Customer service, it is required for the Client to submit the following data:
 - 4.4.1. The name of the Client and their representative;
 - 4.4.2. The contact telephone number;
 - 4.4.3. A short description of the inquiry.
- 4.5. After submitting the notice on the Service failure, the contact person of the Client or the person who has sent the notice shall be available by telephone for the contact person of Telia.

5. Service availability

- 5.1. Telia monitors the functioning of the Administrative Interface 24/7 and during all days of the week, and, if necessary, performs operations that help secure or regain access to the Administrative Interface, including to the services provided through it.
- 5.2. Should a malfunction or a failure (e.g. software error) that prevents the use of the main functionalities of the Administrative Interface occur, Telia will eliminate the malfunction or failure to the point of service provision within 4 hours of becoming aware of the malfunction.
- 5.3. In the case of a malfunction or disturbance, which obstructs the use of an additional functionality of the Administrative Interface, but does not obstruct the functioning of the main functionality of the Administrative Interface, or when the non-functioning of the Administrative Interface is a result of the Client’s activities during Orchestration, Telia will eliminate the malfunction or disturbance within a reasonable time period after having been notified of it. A reasonable time period is considered to be the elimination of a failure within three (3) business days.

6. Maintenance service

- 6.1. Telia has the right to perform, as needed, maintenance service related to the functioning of the Administrative Interface during 02:00–05:00, in exceptional cases also during 23:00– 02:00 or 05:00–07:00. Telia shall carry out maintenance service in a manner that interferes the least with the use of the Administrative Interface. Disturbances may occur in the functionality of the Administrative Interface during the performance of maintenance service; these disturbances are not deemed to be a failure. Notification concerning the performance of corresponding maintenance service is accessible on the Website.

7. Terms concerning the termination of use of services and the Administrative Interface

- 7.1. Telia has the right to change the range, content, parameters, restrictions, procedures, menu structures of service provision, logic of use, terms, instructions, etc. of the services used through the Administrative Interface, without prior notice to the Client and at any time. Changes are deemed to have been communicated to the Client from the moment that the relevant change has been carried out in the Administrative Interface.
- 7.2. The abovementioned right to make a change without prior notice does not apply to the removal of the service used by the Client from the Administrative Interface as a whole, neither does it apply when changes are made to the terms and conditions applicable to the service provided by Telia; Telia will notify the Client of such changes in accordance with the General Terms and Conditions.
- 7.3. Telia has the right to terminate the use of services through the Administrative Interface by notifying the Customer thereof in accordance with the General Terms and Conditions. Depending on the service used, the Client can continue to use the service by other means of administration, if the service provider has



enabled this option.

- 7.4. Telia has the right to terminate the mediation of a service through the Administrative Interface if, for any reason arising from the service provider (incl. the software manufacturer), Telia can not ensure the use of the service in the manner agreed with the Client.