

Terms of Service No. ET.05.SR.14.A

Name of service: Microsoft SQL database system administration Plan A

In the framework of the service, Telia will administrate, on the basis of these Terms of Service, servers mentioned in the Contract that are owned by Telia and given into the use of the Client or owned by the client and that are necessary to use the Database Systems.

1. Definitions

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| Standard Business Hours | from Monday to Friday from 9:00 to 18:00, except during public holidays; |
| Non-Standard Business Hours | from Monday to Friday from 6:00 to 09:00 and from 18:00 to 22:00, except during public holidays; |
| Night-time business hours | from Monday to Friday from 22:00 to 06:00, and round the clock during weekends and public holidays; |
| Service fault (Incident) | a situation in which the Client is unable to use the system administered by Telia in accordance to what has been agreed upon in the Contract. The Service failures include the Service outage and the Service disturbance; Service outage refers to a situation where the work of the Service function or device cannot continue due to the service outage; Service disturbance refers to a situation where the work of the Service function or device is limited due to the Service disturbance; |
| The extent of the Service failure impact: | None No impact on the Service; Low One user has experienced the Service disturbance; Medium: One user has experienced the Service outage or many users have experienced the Service disturbance; High Several users have experienced the Service outage; |
| Response time | The period from receiving the notice about the Service failure to Telia's corresponding action; |
| Repair time | the period between the moment the notification on the Service failure is received until the functionality of the Service, device or function has been restored; |
| Modification | A situation in which the Client requests to modify the existing and functioning system or change the configuration of system. |

2. Service description

In the framework of the service, Telia will perform the following activities:

2.1. Monitoring and processing monitoring notifications:

2.1.1. Automatic monitoring (on, warning, off) in the system:

2.1.1.1. Monitoring the system compliance on the network level (ICMP echo);

2.1.1.2. Tracking free resources of hard drive space, memory and processor;

2.1.2. Processing monitoring notifications:

2.1.2.1. Monitoring notifications can be forwarded to the Client via email;

2.1.2.2. Telia will respond to all error messages that signify the service outages or disturbances of modules agreed upon in the Contract.

2.2. Preventive works as needed:

2.2.1. Installation of security updates of the database system as needed;

2.2.2. Installation of software updates of the database system as needed (ex. 10.2.0.3-10.2.0.4);

2.2.3. Inspection of software and security updates of the database system;

2.2.4. Informing the Client about any problems found or any potential issues that may arise in the future;

2.2.5. Inspection of database system monitoring, making proposals for changes to the monitoring system, if necessary;

2.2.6. Registering changes and events.

- 2.3. All requests by the Client not mentioned above and other works not included in the plan will be performed for a separate fee, specified in the Contract or Price List, including:
 - 2.3.1. All works related to the restoration of the database system caused by action or inaction of the Client;
 - 2.3.2. Solving incidents or problems related to the database system, which have occurred in the Client's area of responsibility and/or due to the Client's action/inaction;
 - 2.3.3. Preventative actions taken by Telia to counteract errors or potential problems that may arise in the future, which have been discovered during regular inspections.

3. Service provision terms and conditions

- 3.1. All requests by the Client will be resolved and all works not included in the plan will be performed according to need and technical capability. Additional services will be performed for a separate fee, specified in the Contract or Price List.
- 3.2. The service provision does not entail Telia's responsibility for the management of the operating system, hardware or application software.
- 3.3. In order to enable the service provision, the Client is obliged to ensure Telia the rights and permissions necessary for performing the duties (e.g. service management, maintenance service) of the service provision.
- 3.4. Backup of the Client's data shall not be performed with the service provision. In case the Client wishes to use Telia's service for data backup, this will be agreed upon separately in the terms and conditions.
- 3.5. Telia is not responsible for any consequences and errors arising from a situation where the operating system lacks support service by the manufacturer. This entails, among other things, that Telia is not liable for the system being inoperative, for data leaks, spreading of viruses or for any other incidents that may occur, if they are caused by action or inaction of the Client. Telia shall have the right to stop the system from operation without prior notification, if there is a direct danger to the systems of the Client and/or Telia (e.g. the spread of a cryptovirus).

4. Service organisation

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| Service provision time | |
| Standard Business Hours | All services included in the plan |
| Reason for request | Maximum response time during Standard Working Hours |
| Service outage | Up to 2 hours |
| Service disturbance | Up to 4 hours |
| Request for change | up to 8 hours |
| Inquiry outside of the service limits | up to 8 hours |

All changes of configuration or Clients requests (incl. works needed to fix the service) will be performed as agreed upon between the Parties and for a separate fee, which is specified in the Contract or Price List.

- 4.1. In circumstances where it is not possible or practical to meet any term commitments (for example, the initial diagnosis turned to out be false due to objective reasons, problems related to warranty, the workplace could be replaced from the resources of the Client, etc.), the Parties shall, via their contact persons, agree on further activities and time to eliminate the Service fault.
- 4.2. If the Service disturbance has been caused by the Client's activity or inactivity, scheduled work or *force majeure*, it shall not be considered to be a Service disturbance or outage and the above-mentioned response and restoring times do not apply.

5. Notification of errors and service modifications

- 5.1. The Customer is required to notify Telia immediately of any service outages that occur in the system.
- 5.2. Telia's contact information for notification of errors and service modifications:
- 5.3. Telephone: **+372 606 9944**;

- 5.4. E-mail address: help@telia.ee.
- 5.5. Upon sending an error message or request to modify the service, the Client has to identify itself as a party of the Contract and describe, as closely as possible, the nature or character of the error or the nature of the request.
- 5.6. An error message sent to the e-mail address should only be informative in nature and should include a phone contact, and a response will be given to it during Working hours.
- 5.7. After submission of an error message, the Customer's contact person should be accessible to Telia.

6. Invoicing

- 6.1. The Client is obliged to make payments for the fees related to the service as is required by the Terms of Service and Price list or Contract, on the basis of the invoices provided by Telia, following the combination of service parameters used during the invoicing period. In addition to the monthly fee, the Client is required to pay for any (additional) services ordered by the Client in the amount provided in the Price list or as agreed upon between the Parties.
- 6.2. The invoicing for the services begins at the moment the Client is able to use the service.