



Terms of Service No. ET.05.SR.18.A

Name of service: Private Server

Within the framework of the service, Telia enables the Client to use the physical server hardware (hereinafter the "Server") and to configure and manage it through a respective Administrative Interface.

1. Definitions

Client portal	An online environment located at https://teenindus.telia.ee/ , which enables the Client to view the current statuses of the inquiries and the resolution of those, and browse data concerning the Service contract;
Administrative Interface	Web interface used for the administration of the service, enabling the provisioning, management and reporting of the service;
Administrator	A person specified by the Client who has access to the Administrative Interface and administrator rights.

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

- 2.1. The Business client service number is **606 9944** and the e-mail address is help@telia.ee. Also, the Client shall have the option to forward notifications to the Business client service through the **web form** of IT Client support located on the desktop of the computer workplace or on the main page of the management software agent.
- 2.2. The Client shall immediately communicate the notices with "Medium" and "High" service level 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 with "Medium" and "High" impact that have been sent by e-mail or forwarded by means of the online form.
- 2.3. The Business client service shall answer the Client calls around the clock; any requests received by e-mail and through the online form 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.
- 2.4. When contacting the Business client service, it is required for the Client to submit the following data:
 - 2.4.1. Name of the Client and the Client's representative;
 - 2.4.2. The contact telephone number;
 - 2.4.3. A short description of the inquiry.
- 2.5. After submitting a failure notice, 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.
- 2.6. Based on previous agreement and instructions, the Business client service shall also send the requests to the Client's partners (internet connection providers, business application administrators or other third parties). The mediated requests shall be closed after the transference thereof and Telia shall not monitor their further resolution.
- 2.7. The resolution and status of all requests to be resolved by Telia can be viewed from the Client portal at the moment these have been registered.

3. Service availability

3.1. Service levels

- 3.1.1. Service levels in ensuring the accessibility of Telia Private Server:

Extent of the impact	Maximum response time	Maximum repair time	Maximum allowed service outage or disturbance in one month
None	Up to 8 hours during working time	-	
Low	Up to 4 hours during working time	Up to 8 hours during working time	Up to 16 hours during working time
Medium	Up to 4 hours around the clock	Up to 8 hours around the clock	Up to 8 hours around the clock
High	Up to 4 hours around the clock	Up to 4 hours around the clock	Up to 8 hours around the clock

3.1.2. In circumstances where it is not possible or practical to meet any term commitments (for example, the initial diagnosis turned out to be false, problems related to warranty, etc.), the Parties shall, via their contract persons, agree on further activities and time to eliminate the service fault.

4. Service provision time

- 4.1. Telia shall provide the Client the infrastructure service for physical servers via a software, located in the Telia server room, required for its management.
- 4.2. Telia shall enable for the Server a shared internet connection with a speed of up to 1 Gbit/s. The minimum internet connection speed enabled by Telia shall be 1.5 Mbit/s, which is also the maximum hourly average speed in 24h for any arbitrarily chosen hour.
- 4.3. Telia holds the ownership of the Server hardware.
- 4.4. The content and functionality of the service shall be limited to enabling through the Administrative Interface the use of functionalities and physical resource provided to the Client.
 - 4.4.1. Telia shall provide the service on the basis of the limitations and capabilities described by Telia in the Administrative Interface. Among other things, the Client shall be enabled the use of the following functionalities:
 - 4.4.1.1. Installation of an operating system for physical private servers from predefined templates;
 - 4.4.1.2. Start-up and shut-down of physical private servers;
 - 4.4.1.3. Monitoring of used resource and logs.
 - 4.4.2. As part of the service, Telia shall not make automatic backup copies of the servers that are created by the client.
 - 4.4.3. As part of the service, Telia shall not manage the servers created by the Client and shall not provide services not configurable or usable by the Client through the Administrative Interface, unless the Parties have agreed otherwise.
- 4.5. Telia shall store for 90 (ninety) days the logs created as a result of the Client's activities in the Administrative Interface.

5. Server room environment

- 5.1. Telia shall install the Server in a server room with access control and video surveillance.
- 5.2. The door system of the server room shall be equipped with entry and exit logs.
- 5.3. Telia shall guarantee uninterruptible power supply to the Server hardware with UPS, which operates on an alternative supply from a diesel generator.
- 5.4. The temperature in the server room is at +20-24 °C.
- 5.5. The humidity in the server room is at 40-60% RH (relative humidity).
- 5.6. The server room is equipped with an automatic gas extinguishing system, with an alarm system and sensors that are independent of the rest of the surveillance equipment.

6. Reporting obligation

- 6.1. By notifying of it 30 calendar days in advance, Telia has the right to request from the Client the fulfilment of the reporting obligation in order to ensure the quality of the service and plan the resource required for the provision of the service. The reporting format shall be established with an agreement between the



Parties.

- 6.2. The reporting obligation consists of the Client's obligation to report the estimated volume of service to be used by the Client during the following period as agreed on between the Parties.

7. Client's obligations

- 7.1. The Client is responsible for any offences and violations of third party rights caused by the Client's action or omission.
- 7.2. During the use of the service, the Client undertakes to 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;
- 7.3. The Client undertakes to exclude third parties unauthorised in accordance with clause 7.6 from becoming aware of the username and password that enables access to the account.
- 7.4. The Client confirms and agrees that all transactions and operations that are performed using the account provided to the Client are deemed to have been performed by the Client and the Client is fully responsible for all the respective operations and transactions.
- 7.5. The Client undertakes 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 the system, infrastructure or communications network. Furthermore, the Client shall keep the current software updated and secure in their infrastructure. The Client is responsible for any damage that may be caused by third parties as a result of the Client violating the terms of the current clause.
- 7.6. The Client may provide third parties access to the physical infrastructure through the Administrative Interface, but in doing so shall remain liable on behalf of Telia for any third-party activities that take place when using the physical infrastructure. The Client 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. If third parties specified in this clause contact Telia with any questions, Telia has the right to request that the Client pays for handling the inquiries according to the Price List.
- 7.7. In the event that the Client violates any provisions of the Service contract and/or these Terms of Service, Telia has the right, in the interests of the security of Telia infrastructure, to suspend the provision of the service to the Client and restrict the Client's access to the infrastructure, regardless of the scope of the violation or whether the Client agrees with Telia's assessment of the Client's violation of the Contract.
- 7.8. The Client is responsible for ensuring a functional internet connection and the presence and functionality of other resources necessary for the use of the service.

8. Conditions that apply and processing of personal data

- 8.1. In addition to these Terms of Service, the Parties shall be guided in mutual relations by the Rules for IT services, the General terms and conditions, and the Price List.
- 8.2. If Telia comes in contact with personal data in providing the service (if the Client stores personal data in the Server), Telia as the controller shall process these in accordance with the Rules for IT services. The Parties shall record details of processing personal data separately, if needed.

9. Contact persons

- 9.1. The Client shall name at least one administrative contact person, i.e. a Contractual contact in the Contract who, among other things, has access to the Client portal and the right to order additional services on behalf of the Client.
- 9.2. The Client shall have the right to also name an Administrative user, i.e. a technical contact person who has access to the Administrative Interface as the administrator as well as the right to undertake any operations enabled through the Administrative Interface.
- 9.3. The contact person shall be considered identified upon calling on the number specified in the Contract or sending an e-mail on the address specified in the Contract. Alternatively, an employee of the Business client service may call the contact person back or send an e-mail on the contact details specified in the Service contract.

10. Settlement for service

- 10.1. The Client undertakes to pay for the use of the service according to the Price List. The monthly service fee shall depend on the service resource used in the current calendar month.
- 10.2. In addition to the monthly fee, the Client undertakes to pay for any additional services ordered and inquiries made by third parties the Client has provided access to the Administrative Interface to.