

## Terms of Service No ML.05.SR.04.E

### Name of service: V-Server

#### 1. Definitions

**Standard Working Hours** period on working days (from Monday to Friday, except for public holidays) from 9 a.m. up to 6 p.m.;

**Response time** period between the registration of the Client's inquiry up to the moment when the Client is provided feedback on activities initiated to address the inquiry.

#### 2. Service description

2.1 Within the V-Server service, Telia will enable the Client to use the following in compliance with the Terms of Service:

2.1.1 Resource of the virtual private server owned by and in possession of Telia (hereinafter the **Virtual Server**);

2.1.2 one firewall-protected public IP address;

2.1.3 shared Internet connection with the speed of up to 100 Mbit/s;

2.1.4 necessary server and user licences of Microsoft Windows Server Standard, Enterprise or Datacenter operating system required for the Virtual Server;

2.1.5 Monitoring the technical parameters of the operating system of the Virtual Server allocated to the Client and, upon agreement, forwarding error alerts on the e-mail address and/or mobile phone number specified by the Client.

2.2 When using the software, the Client shall adhere to the conditions of use established by the software developer.

2.3 In case of pairing the Virtual Server with other services used by the Client, relevant provisions of the contract and/or Terms and Conditions forming the basis for using the Service shall be applied in the relevant extent.

2.4 To use the Service, the Client shall appoint at least one contact person who has the right to submit orders within the Service (for example, to change Service parameters) to Telia in the name of the Client.

2.5 The Client will be able to use the Service within two (2) Standard business days as of filling in the Service order form or concluding the Contract. Telia shall notify the Client by e-mail of the fact that the Client is able to start using the Service.

2.6 If network access needs to be configured in the communication networks belonging to the Client or a third person in order to launch the Virtual Server, beginning of the Service use shall be postponed by the time spent to configure accesses.

2.7 The Client shall be responsible for configuring network accesses in the communication network belonging to the Client or a third person.

2.8 To access the Virtual Server, Telia will send the IP address, administrator's user name and password on the Client's e-mail address. To obtain further access to the Virtual Server (to log in), administrator of the Virtual Server shall assign a password for the server. The Client shall exclude disclosure of these details to third persons and is liable for all consequences of using the user name and password.

2.9 Information concerning the Contract and its performance is available to the Client on the website [www.telia.ee](http://www.telia.ee).

#### 3. Resource of the Virtual Server

3.1 The CPU, memory and disk size of the Virtual Server have been set with resource values specified in the Price List.

3.2 In case of free CPU capacity, the Virtual Server may use additional capacity in the virtual kernels allocated.

- 3.3 The storage platform allocated for the server is located in the central shared high-performance disk storage, where the Virtual Server data are preserved even after shutting down the server.
- 3.4 The Client may use the pre-installed Virtual Server with pre-configured operating systems or install an operating system which best meets their needs in the Virtual Server.
- 3.5 The Client has the opportunity to install software, applications, databases, etc. supported by the Virtual Server.
- 3.6 The Client may enter, store and process their data in the Virtual Server, adhering to requirements arising from the law.
- 3.7 The Client is able to administer and manage the Virtual Server independently.
- 3.8 Telia shall issue a firewall-protected public IP address within making the service accessible.

#### **4. Availability**

- 4.1 The unavailability of the Virtual Server does not exceed 2 Standard Working Hours or 4 hours in total in any one calendar month.
- 4.2 The Server is available, if options listed in clause 2.1 of the Service Terms have been realised and the Server is accessible from both Telia's communication network and the public Internet.
- 4.3 Inaccessibility of the Server is not deemed unavailability, if it has been caused by:
  - 4.3.1 performance of regular maintenance service of which the Client has been notified in advance;
  - 4.3.2 malfunctions in the work of third persons' communication networks;
  - 4.3.3 unreasonably extensive cyber attacks against servers and/or firewalls located in Telia's server rooms.
- 4.4 If a Service outage, for which Telia is liable, exceeds the limit specified in clause 4.1, the Client has the right to demand a contractual penalty of 2% of the monthly fee for the Service for every hour the Service outage exceeded that limit, but not in a larger monthly amount than the monthly fee payable for the Service.

#### **5. Server room environment**

- 5.1 Telia shall install the Virtual Server in a server room equipped 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 Virtual Server with UPS, which operates on an alternative supply from a diesel generator.
- 5.4 The server room temperature is at +20...+24 °C.
- 5.5 The server room humidity is at 40–60% RH (relative humidity).
- 5.6 The server room is equipped with an automatic gas extinguishing system and an alarm system and sensors independent from the rest of the surveillance equipment.

#### **6. Client service**

- 6.1 For technical support, the Client will contact Client service.
- 6.2 The Client service number is 606 9944 and the e-mail address is [help@telia.ee](mailto:help@telia.ee).
- 6.3 The Client Service shall answer the Client's calls around the clock, however, any inquiries received by e-mail shall be registered during Standard Working Hours. Any inquiries received by e-mail during Non-Standard Working Hours shall be registered the following working day. Any inquiries received during Non-Standard Working hours shall be addressed on the working day following the inquiry, regardless of the manner the inquiry was sent.
- 6.4 During the Non-Standard Working hours, Client service shall address the Client's notices or error messages within one (1) hour as of the receipt thereof.
- 6.5 Client service shall register all inquiries sent by Client's contact persons.
- 6.6 When contacting the Client service, the Client shall submit the following details:
  - 6.6.1 name of the person contacting;
  - 6.6.2 contact number;
  - 6.6.3 service contract number;

- 6.6.4 a short description of the outage/inquiry.
- 6.6.5 After reporting the outage/inquiry, the Client's contact person must be accessible upon request of Telia's contact person.

**7. Invoicing**

- 7.1 The Client shall pay the fees related to the service based on the Terms of Service and Price List and the invoice 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 a fee fixed in the Price List for any (additional) services ordered by the Client.
- 7.2 Invoicing for services starts at the moment when the Client is able to use the Service.
- 7.3 The Client shall pay for the Service regardless of whether he or she has actually started using the Service or not.

**8. Additional services**

**8.1 Backup service:**

- 8.1.1 Telia shall make regular backup copies of the Server's configuration and data selected by the Client over the following backup interval:

<b>Backup interval or recovery point objective (RPO)</b>	<b>The number of last stored generations</b>
24 hours	7 (seven)
1 week	4 (four)
1 month	1 (one)

- 8.1.2 The maximum recovery time objective (RTO) is 24 hours on the condition that the recoverable volume of data and data connections allow for that deadline to be met.
- 8.1.3 If possible, backup copies are made without shutting down Client applications, which could cause data loss for the Client, but is not deemed tampering with or loss of data by Telia.
- 8.1.4 Restoring data from backup copies, if the loss or damage of data occurred due to Client's activity or inactivity, shall be carried out according to the Price List.
- 8.1.5 If data loss was caused by Telia's activity, data shall be restored free of charge for the Client.
- 8.1.6 The Client shall consider the fact that although Telia is responsible for service operability as the service provider, some service processes and daily actions depend either completely or partly on processes or infrastructure completely under the control of the Client.