

AGREEMENT No. _____ ON THE DATA BACKUP SERVICE

_____, _____. _____ 201_

LLC “**TELIA LATVIJA**”, represented by its Chairman of the Board Mikus Ozols, acting on the basis of the Articles of Association (hereinafter referred to as “**TELIA**”), on the other hand, and

LLC “_____” represented by its _____, acting on the basis of the _____ (hereinafter referred to as the “**Customer**”), on the other hand, jointly hereinafter referred to as the “**Parties**”, enter into the following agreement (hereinafter referred to as the “**Agreement**”):

1. TERMS

- 1.1. Except for the terms defined in this Clause and in the preamble to this Agreement, other terms, which will be used further in this Agreement and are written in **bold**, are included into the TELIA’s Rules of Use of Electronic Communication Services (hereinafter referred to as the “**Rules**”), which are published on the website of www.telia.lv (hereinafter referred to as the “**TELIA website**”) and which constitute an integral part of this Agreement unless other terms and conditions of this Agreement provide otherwise.
- 1.2. Terms and definitions used in this Agreement:
 - 1.2.1. **Data** – electronic information belonging to the Customer (for example, textual, stylistic, graphic, video or audio);
 - 1.2.2. **Servers** – physical or virtual Data processing and/or storage devices of the Customer;
 - 1.2.3. **Disk space** – the disk space allocated to the Customer in the TELIA’s disk array for storage of Data and Server backup;
 - 1.2.4. **Agent** – software, which manages the creation of Data and Server copies, as well as recovery of Data or entire Servers;
 - 1.2.5. **Portal** – the self-service website for users of the Customer, which provides the possibility to create and manage backups of Data and Servers, as well as to recover Data and Servers from backups;
 - 1.2.6. **Service** – the Data and Server backup service provided by TELIA, which provides the Customer the possibility to access the Portal, to use Agents, to save backups of Data and Servers and to recover them, using any internet connection available to the Customer;
 - 1.2.7. **Documentation** – technical documentation on the use of the Service, which TELIA provides to the Customer in the form of an electronic or written (printed) document. Advertising materials are not considered to be the Documentation;
 - 1.2.8. **Request** – a Customer’s application about interruptions in the operation of the Service, application about changes in the Customer’s Service or its administration, other requests of the Customer. Requests are serviced for a fee, except for the cases, when there is an interruption in the operation of the Service or the Request cannot be fulfilled by the Customer. The fee for servicing of Requests is calculated according to the price list available on the TELIA website.

2. SUBJECT-MATTER OF THE AGREEMENT

- 2.1. TELIA undertakes to provide the Service to the Customer in accordance with this Agreement, the Rules.
- 2.2. The Customer undertakes to pay TELIA for the Service in the manner, within the deadline and in the amount specified in this Agreement.

3. INSTALLATION OF THE SERVICE

- 3.1. A unique account on the Portal shall be granted within 1 (one) business day from the signature of this Agreement, which provides the Customer with access to the Service.
- 3.2. The Service is considered to be installed and transferred to the Customer as of the moment of granting of the account referred to in Clause 3.1.

4. TRACKING OF USE OF THE SERVICE AND SETTLEMENT PROCEDURE

- 4.1. No minimum term is set for using the Service.
- 4.2. The Service shall be tracked according to the actual Disk Space consumed in the previous calendar month. The price list of the Service and tracking rules are available on the TELIA website.
- 4.3. The settlement procedure is defined in the Rules.

5. SERVICE USAGE TERMS

- 5.1. TELIA shall not be responsible for the quality of Data backups, if they were not created according to the Documentation.

- 5.2. The Customer shall not liable to promptly verify the quality and accuracy of backups of Data and Servers obtained as a result of using the Service. If this verification is not performed or is performed insufficiently, TELIA shall not be responsible for the quality and accuracy of the performance of the Service and processing of the Data.
- 5.3. The Service does not include any TELIA's obligation to deploy Data of the Customer or to administer them in any way, unless the Parties agree on this separately.
- 5.4. The Customer shall be responsible for all the actions performed, using the Customer's identification data and passwords. The Customer shall not be allowed to disclose its user account identification data and passwords to third persons to prevent any unauthorised user access to the Portal.
- 5.5. TELIA does not guarantee that the Service will be error-free, and the Agent will be able to identify or prevent any and all errors and viruses, which might affect the quality of Data backups of the Customer, and that the Agent will be compatible with any Customer's combinations of hardware and software.
- 5.6. TELIA shall not prevent incidents, if:
- 5.6.1. the Customer has installed the Agent incorrectly;
- 5.6.2. the Customer has altered the Agent software;
- 5.6.3. the Customer has used the Agent not according to the Documentation or provisions of this Agreement;
- 5.6.4. the Agent's combination with the Customer's hardware and/or software does not correspond to the Documentation;
- 5.6.5. there are faults or changes in the Customer's hardware and/or software or the Customer's hardware was moved.
- 5.7. TELIA shall reserve the right to suspend provision of the Service without any warning, if TELIA receives a justified claim or request from competent authorities according to laws and regulations regarding infringement of copyright, fraud or storage of such materials, which popularise cruel behaviour, violence, erotics, pornography and which jeopardise mental development of children.

6. PLANNED WORKS

- 6.1. To ensure the quality of the Service according to the set indicator, TELIA shall be liable and entitled to perform **Planned Works**, which can affect the **Availability** of the Service.
- 6.2. The total duration of Planned Works, which affect the Availability of the Service cannot exceed 4 (four) hours once in 3 (three) months.
- 6.3. The Planned Works shall be performed in the period from 17.00 to 21.00 (CET+2).
- 6.4. TELIA shall notify the Customer about the Planned Works at least 3 (three) business days in advance by sending a notice to the e-mail address of the Customer, which is indicated in Clause 14.

7. QUALITY OF THE SERVICE

- 7.1. TELIA undertakes to provide 99.9% Availability of the Service to the Customer.
- 7.2. The calculation of the Availability does not include interruptions in the provision of the Service, which were caused by:
- 7.2.1. low quality internet connection of the Customer and/or due to interruptions in this connection;
- 7.2.2. the influence of force majeure;
- 7.2.3. due to actions of the Customer;
- 7.2.4. as a result of the Planned Works.

8. COMPENSATION

- 8.1. If the Service Availability Index is lower than the one defined in Clause 7.1, the Customer has the right to receive **Compensation**, which is calculated as a part of the monthly fee for the Service. The Compensation cannot exceed the total monthly fee of the Customer.
- 8.2. TELIA shall pay Compensation based on a written request of the Customer. The cost of the Services shall not be recalculated, and no Compensation is paid, if the Customer has violated provisions of the Agreement.
- 8.3. The Compensation for the non-compliance of the Availability Index is calculated according to the formula:

$$\frac{99,9\% - P_{\text{fakt}}}{0,1\%} \times -0,1 \times A, \text{ where:}$$

P_{fakt} – actual value of the Availability Index in the month;

A – payment for the Service (in the month, for which Compensation is requested).

- 8.4. If Data backups get completely and irrecoverably lost from the Disk Space due to the fault of TELIA, TELIA shall pay the Customer a Compensation, which is equal to the payment made in the last 3 (three) months for the part of the Service related to the Server(s), Data backups of which have been lost.
- 8.5. The Customer shall send its request for Compensation by day 10 of the month to the e-mail address of the **Customer Support Service**, which is indicated on the TELIA website, informing about the cases, which caused non-compliance of the Availability with the one defined in this Agreement in the previous month.
- 8.6. Having received a Request for Compensation, TELIA will verify the Request to know whether it is justified. A reply will be provided to the Customer within 10 (ten) business days.
- 8.7. Regardless of the fact whether a Request for Compensation was submitted, the Customer is liable to pay the invoices for the received Services in due time and in full scope.
- 8.8. If the Request for Compensation is justified, TELIA will grant a respective discount in the next month's invoice of the Customer.

9. PROCEDURE OF SERVICING OF REQUESTS

- 9.1. The Customer shall send a Request to the e-mail address of the Customer Support Service or notify about the Request electronically. The contact information of the Customer Support Service is available on the TELIA website.
- 9.2. Only the indicated contact persons of the Customer shall have the right to make a Request:
- 9.2.1. Name, surname _____, tel. _____, e-mail: _____;
- 9.2.2. Name, surname _____, tel. _____, e-mail: _____;
- 9.3. The Customer shall indicate the following information in the Request:
- 9.3.1. Name of the Customer;
- 9.3.2. Number of the Agreement;
- 9.3.3. A detailed description of the Request (in case of incidents, it is recommended to attach screenshots or other graphic explanations in .doc.jpg/.gif/.png formats to the Request);
- 9.3.4. The software used by the Customer and its version: operating system, browser, mail client, etc. (optional).
- 9.4. Upon receipt of a Request TELIA shall contact the Customer, when necessary, to obtain additional information, evaluates the number of administrator's working hours necessary for the servicing and/or the deadline envisaged for the performance of the Request and shall notify the Customer about it no later than within 1 (one) business day from the reception of full information.
- 9.5. Having received a Customer's confirmation by e-mail, TELIA shall service the Request.
- 9.6. After the performance of the Request the Customer undertakes to change the access data provided to TELIA as a result of its performance; TELIA shall not be responsible for the actions with the credentials after the performance of the Request.

10. AMENDMENTS IN THE SERVICE, SUSPENSION AND TERMINATION OF ITS PROVISION

- 10.1. This Agreement enters into force at the moment of its signature and is valid for an indefinite period of time. TELIA shall have the right to amend this Agreement and the Rules, notifying the Customer about amendments to the e-mail address indicated in Clause 14 no later than 1 (one) calendar month in advance.
- 10.2. The Customer shall be entitled to terminate the Agreement unilaterally, notifying TELIA about it 1 (one) calendar month in advance.
- 10.3. If this Agreement is terminated, the Customer shall be liable to retrieve its data from the Disk Space before the termination of provision of the Service. TELIA shall not guarantee the Availability of the Data after the termination of the provision of the Service.
- 10.4. TELIA shall have the right to terminate the provision of the Service unilaterally without covering any losses to the Customer by notifying the Customer about termination of provision of the Service in writing 10 (ten) days in advance, if a court has decided to initiate an insolvency case against the Customer or if the Customer delays payments related to the Service for more than 30 (thirty) days after it receives a reminder from TELIA.
- 10.5. The parties shall not be responsible for the non-performance or untimely performance of their obligations, if this is caused by generally accepted force majeure (strikes, acts of God, fires, war, civilian rebellions, etc.) or any other conditions, which were not known to the Parties at the time of installation of the Service and which the Parties are not able to control or prevent using reasonable means. If such conditions set in, the Parties shall inform each other in writing immediately and notify about the expected time of renewal of performance of their obligations. If force majeure continues for more than 1 (one) month, any Party shall be entitled to terminate this Agreement by a written notice, without compensating any losses to the other Party.

11. CONFIDENTIALITY

Confidentiality provisions are included in the Rules.

12. INTELLECTUAL PROPERTY RIGHTS

The Parties agree that the copyright to the Portal and the Agent, as well as other intellectual property rights belong to Idera and the Customer obtains usage rights only within the scope of the Service. The access to the Portal or the Agent and/or its use does not create any property rights or any other intellectual property rights of the Customer to the Portal or the Agent.

13. FINAL PROVISIONS

- 13.1. The Customer shall inform TELIA about any changes in its registered address, name or other contact information provided in this Agreement in writing to the address indicated on the TELIA website or by e-mail to the e-mail address indicated on the TELIA website within 10 (ten) days. TELIA shall not be responsible for any losses the Customer may have as a result of non-performance of obligations under this Clause.
- 13.2. TELIA shall have the right to use the personal data submitted by the Customer to perform the obligations envisaged in this Agreement and to create a customer database.
- 13.3. TELIA shall have the right to assign its debt recovery right or supervision of payments and collection of invoices to a third person. If the Customer has not timely paid for the Service fully or partially, it shall be obliged to pay all the costs related to the collection of this debt in the amount defined in laws and regulations of the Republic of Latvia.
- 13.4. TELIA shall have the right to mention the Customer's company in its materials and information (including, but not limited to the TELIA website, advertising materials, press releases, publications and other materials) as TELIA's customer and/or partner and refer to the fact of provision of the Service without any restrictions, unless the Customer has prohibited it by making a respective notice in Clause 13.5 of the Agreement.
- 13.5. As a result of discussion of all terms and conditions of this Agreement the Parties agree about the following amendments or supplements:
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13.6. In case of disagreements or disputes between the Parties in connection with this Agreement, its content, interpretation or performance, the Parties shall use all reasonable efforts to resolve the dispute through negotiations. If the Parties are still unable to reach an agreement within 10 days, all the disputes and/or disagreements, which are related to this Agreement in any way, shall be examined in the manner prescribed by laws of the Republic of Latvia through mediation of the Public Utilities Commission or a court.

13.7. This Agreement is drawn up in Latvian on 4 (four) pages, in duplicate, one copy for each Party.

14. CONTACT INFORMATION OF THE PARTIES

LLC TELIA LATVIJA

Customer Support Service:

Tel.: +371 6708 2222; 80000333

Fax: +371 6755 0083 E-

mail: cc@telia.lv

Invoice delivery address:

Lielvarde 8a, LV-1006, Riga

E-mail address: rekini@telia.lv

LLC _____

Customer's contact information:

Tel.:

Fax:

E-mail:

Invoice delivery address:

15. DETAILS AND SIGNATURES OF THE PARTIES

LLC TELIA LATVIJA

Reg. No. 40003057571

VAT payer Reg. No. LV40003057571

Lielvarde 8a, LV-1006, Riga, Latvia

Account: LV75HABA0001408045539

A/S SWEDBANK, code: HABALV22

LLC _____

Reg. No.

VAT payer Reg. No.

Account:

A/S , code:

Mikus Ozols
Chairman of the Board