

Annex No. ___
 to Agreement No. _____
 between Telia Latvija, SIA and _____
 On Electronic Communications Services
 made in _____, on ____ 20__

TECHNICAL AND FINANCIAL SPECIFICATION FOR VIRTUAL COMPUTING RESOURCES LEASE SERVICE

1. TERMS AND THEIR MEANING:

Resources	A set of virtual computing resources assigned to the Customer: virtual processors (CPU), random access memory (RAM), disk place (HDD), virtual machines, networking, IP addresses, snapshots, templates, ISO files, internet connection, additional user accounts, etc. auxiliaries, pursuant to the terms of this Specification or the Contract;
Service	Pursuant to the provisions of the Contract and this Specification, the Resources lease service rendered by TELIA;
Cloudy™ Portal	The user self-service portal providing for the opportunity to use the Resources with the configuration necessary for the Customer;
Price List	Costs of the Resources available to the Customer. The Price List is available at TELIA Website or/and www.cloudy.lv website;
Data Backup Policy	A set of Customer's data backup measures ensuring correct storage of the data backup copies and the possibility to restore thereof in case of an incident;
Request	The Customer's application for amendments to the Customer's infrastructure or administration thereof, the Customer's consulting request, other requests of the Customer; the Request is serviced for a fee, save the cases when the Request may not be performed with the Customer; the fee for servicing the Request is calculated according to the hours spent by the administrator, pursuant to the price list available on the website of TELIA.

2. ACCOUNTING FOR USE OF THE SERVICE AND PAYMENT PROCEDURE

- 2.1. No minimum term of use has been determined for the Service.
- 2.2. The accounting of the Service is performed in accordance with the actually used volume of the Resources. The accounting terms for each separate actually used Resource are determined in the Price List.

3. SERVICE AND TERMS OF USE

- 3.1. Upon signature of this Specification, the Customer receives the access to the Resources.
- 3.2. If the Customer during the validity of the Contract intends to change the configuration and limitations assigned to the Resources, it shall send TELIA the Request for amendments in accordance with Clause 8 of this Specification. TELIA, at its own discretion, reserves the right to refuse assigning to the Customer for the required Resources
- 3.3. TELIA ensures the possibility of the Customer to establish and use the disk space on the shared disk arrays located in at least 2 (two) geographically remote data centers. The Customer is responsible for introduction, maintenance and control of its Data Backup Policy. In case of an incident with any of TELIA data centers or particular disk array, TELIA warrants the possibility of the Customer to access those data that the Customer has placed in another data centre, pursuant to its Data Backup Policy, and to continue use of the Service..
- 3.4. During the use of the Service, the Customer undertakes to use the virtualization integration components ensured by TELIA. Otherwise TELIA does not warrant undisturbed operation of the Service.
- 3.5. The Service includes protection against unauthorized access and malicious software through use of virtual router on the hardened Linux base performing the functions of firewall, network load-balancing and port forwarding.
- 3.6. The Service does not include the obligation of TELIA to deploy the Customer's data in any manner or to perform administration thereof after deployment, including performing configuration of the functions specified in Clause 3.5, save the cases when the Parties have additionally agreed thereon.

- 3.7. In case of termination of the Contract or this Specification the Customer is obliged to remove its data from the Resources prior to termination of rendering the Service. TELIA does not warrant availability of data after termination of rendering the Service.
- 3.8. TELIA reserves the right to suspend provision of the Service without a notice, if TELIA has received a justified complaint from third parties regarding infringement of copyright, fraud or availability of materials popularizing cruel behavior, violence, erotic, pornography and causing threat to the mental development of children with respect to the publicly available data deployed by the Customer.
- 3.9. If the IP addresses assigned to the Customer by TELIA are wrongly included in spam black lists, TELIA is taking steps to delete those addresses from the black lists. If TELIA have well-grounded suspicions that the Customer distributes spam, using IP addresses from TELIA IP address area, TELIA have the right to request from the Customer to compensate for expenses associated with deleting those IP addresses from the blacklists.

4. INSTALLATION OF THE SERVICE

- 4.1. Within 1 (one) business day as from the signature of this Specification the Customer is granted a unique account in the Cloudy™ Portal ensuring the access of the Customer to the Resources.
- 4.2. In the cases specified in Clause 3.2 hereof, the Customer will be granted access to the Resources within 5 (five) business days as from the receipt of the Request.
- 4.3. The Service and the Resources are deemed installed and delivered to the Customer as from the moment of signature of this Specification or as from the moment of receipt of the Request.

5. AVAILABILITY

- 5.1. TELIA undertakes to ensure to the Customer the 99,9% Availability of Resources.
- 5.2. The Availability calculation does not include the interruptions in rendering the Service, which have been caused:
 - 5.2.1. due to force majeure circumstances;
 - 5.2.2. due to the activity of the Customer;
 - 5.2.3. as the result of the Planned Work.

6. PLANNED WORK

- 6.1. In order to ensure the Availability of the Service according to the set parameter, TELIA shall have the obligation and right to perform the Planned Work, which fact may influence the Availability of the Service.
- 6.2. The total length of the Planned Work influencing the Availability of the Service shall not exceed 1 (one) hour 1 (one) time per month.
- 6.3. The Planned Work shall be performed during the period from 23.00 until 7.00 (CET+2).
- 6.4. TELIA shall notify the Customer of the Planned Work at least 3 (three) working days in advance by giving a notice to the electronic mail address specified in the Customer's contact information.

7. PROCEDURE FOR CALCULATION OF COMPENSATION

- 7.1. Compensation payment terms are specified in the Terms.
- 7.2. Should the Availability parameter be below the level set in Clause 5.1, the Customer shall be entitled to receive a Compensation that is calculated as part of the monthly Service subscription fee. The amount of Compensation shall not exceed the total sum of the Customer's monthly subscription fee.
- 7.3. Compensation for non-compliance with the Availability parameter shall be calculated according to the following formula:

$$\frac{P - P_{\text{fakt}}}{PP} \times D \times A, \text{ where:}$$

P – the value of the Availability, pursuant to Clause 7.4;

P_{fakt} – the actual monthly value of the Availability;

PP – the step of non-compliance with the Availability, pursuant to Clause 7.4;

D – part of the monthly Service subscription fee per each step of non-compliance, pursuant to Clause 7.4;

A – monthly Service subscription fee.

7.4. The following parameters are used in calculation of the Compensation:

Availability parameter	Step of non-compliance with the Availability parameter per month (PP)	Part of the monthly Service subscription fee per each step of non-compliance (D)
99,9%	0,1%	0,1 (1/10)

7.5. The Customer, who wishes to receive Compensation, shall send a Request to TELIA Customer Support Service. By the 10th day of each month the Customer shall send its Request to the electronic mail address of the Customer Support Service, given at TELIA Website, informing on the cases occurred during the preceding month that have caused the non-compliance of the Availability.

7.6. The Customer's Contract number, the date and short description of the problem shall be indicated in the Request.

7.7. After receipt of the Request TELIA shall perform an inspection to determine whether the Request for Compensation is justified. The reply shall be provided to the Customer within 10 (ten) business days.

7.8. Irrespective of the fact whether the Request for Compensation has been submitted or not, the Customer is obliged to timely and fully pay the invoices for the received Service.

7.9. In the event the Request is justified, TELIA will grant the respective discount on the Customer's invoice for the next month.

8. PROCEDURE FOR SERVICING THE REQUEST

8.1. The Customer shall send the Request to the electronic mail address of the Customer Support Service of TELIA or notify of the Request by making a call to the telephone number specified on the website of TELIA.

8.2. Only the contact persons designated by the Customer in the relevant annex of the Contract are entitled to make the Request.

8.3. The Customer shall specify the following information in the Request:

8.3.1. Name of the Customer;

8.3.2. detailed description of the Request (in case of an incident, it would be advisable to enclose screenshots or other graphical explanations in .doc.jpg/.gif/.png formats to the Request);

8.3.3. the account username and domain the Request is related to (additional);

8.3.4. the software used by the Customer and its versions: operating system, browser, mail client, etc. within the scope of one Cloudy account (additional).

8.4. After the receipt of the Request, if necessary, TELIA will contact the Customer for clarification of additional information, assess the number of the administrator's working hours necessary for servicing thereof and the anticipated deadline for performance of the Request, and notify thereof to the Customer no later than within 1 (one) business day after receipt of full information.

8.5. Upon receipt of the Customer's confirmation by electronic mail TELIA will service the Request.

8.6. After completion of the Request the Customer undertakes to change the access data submitted to TELIA as the result thereof; TELIA is not liable for the activities performed with the accounting data after completion of the Request.

TELIA

Customer

Mikus Ozols
Chairman of the Board