

BALNETOS KOMUNIKACIJOS GENERAL SERVICE PROVISION CONTRACT

1. DEFINITIONS

1.1. General service provision contract

This contract and all annexes and amendments to it. This contract is publicly available at www.balt.net.

1.2. Service provision rules

Any document(s), attached to this contract, that contain(s) the details of the service(s) provided by Baltnet to the Client, detailed service provision terms and conditions, and other information. Service provision rules are publicly available at www.balt.net.

1.3. Service orders

Any document(s), attached to this contract, that contain(s) the details of the rates and units of the services provided by Baltnet to the Client, detailed information on the quality-of-service parameters and periods, and other unique information. By signing a service order, the Client acknowledges that it has read and understood the service provision terms and conditions that are in effect and publicly available on the day of signature. The Client shall email a signed scanned copy of the order annex to info@balt.net.

1.4. Business hours

The hours between 8:00 a.m. and 5 p.m. on any day except Saturdays, Sundays, and public holidays.

1.5. Minimum service provision period

The shortest service provision period agreed on by the Parties, which is determined based on Baltnet's necessary expenses related to the installation and uninstallation of the service ordered. This period is specified in the service order annex and starts upon the beginning of the service provision.

1.6. Preparation for service installation

Any preparatory works that are carried out by Baltnet employees and that concern purchasing the equipment required by the Client, researching ways to install the service, installation planning, acquiring any necessary permissions from third parties, performing the preparatory works, and ordering any necessary services from third parties.

1.7. Preventive maintenance

Seeking to ensure service continuity, Baltnet shall carry out preventive maintenance (upgrades to network equipment, data center equipment, and hardware; security updates for software, etc.), during which disruptions of service provision are possible. The Client shall be notified, by email, of any planned preventive maintenance works 3 business days before the works are due to start.

1.8. Incident

A disruption of service provision.

1.9. Request for change (RFC)

The Client's request to Baltnet for a change in service parameters or for additional works.

1.10. Request for information (RFI)

The Client's request to Baltnet for information related to service provision or for advice.

1.11. Incident/RFC/RFI response time

The time period between the point in time when the Client's confirmed message about an incident/RFC/RFI is received and the point in time when the incident/RFC/RFI is assigned to a Baltnet specialist.

1.12. Incident resolution time

The time period between the point in time when an incident is assigned to a Baltnet specialist and the point in time when the incident is resolved.

1.13. Service availability

The time period during which the Client is able to use the services, which Baltnet shall ensure. This time period shall not include any time when the Client cannot use the service as a result of preventive maintenance being carried out. Service availability shall be expressed as a percentage.

1.14. Service reliability

The maximum allowed number of incidents per month.

1.15. Software

Any computer program or collection of files that can make changes to the files of the operating system or other programs (system files, registries, templates, etc.).

1.16. Market value

The amount of money that third parties may or intend to purchase or sell an asset for.

2. SUBJECT MATTER

- 2.1. Baltmeta shall provide the Client with the Services specified in the order annexes hereto, in accordance with the payment terms and other terms and conditions agreed on by the Parties. For each service purchased, the Parties shall sign a separate service order.

3. OBLIGATIONS OF THE PARTIES

3.1. Baltmeta shall:

- 3.1.1. provide the Client with the Services specified in the order annexes hereto, ensuring the quality-of-service parameters specified in the service provision rules;
- 3.1.2. start providing each Service at the time specified in the order annex for that Service;
- 3.1.3. having received the Client's message about a disruption of any Service, resolve it within the time specified in the corresponding annex hereto;
- 3.1.4. carry out technical maintenance for the equipment rented out to the Client and fix any technical failure of such equipment free of charge, provided that the failure is caused by Baltmeta or the equipment manufacturer;
- 3.1.5. give the Client notice of at least 3 (three) days (by mail or email, or on Baltmeta's website) of any scheduled maintenance works on Baltmeta's network or equipment used to provide the Services to the Client, provided that such works may cause disruptions of service provision during the time when they are being carried out.
- 3.1.6. ensure the confidentiality of all information provided by the Client.

3.2. The Client shall:

- 3.2.1. immediately inform Baltmeta, using the contact details specified in the annexes hereto, about any disruption of service provision;
- 3.2.2. where the annexes hereto provide that the Client rents equipment from Baltmeta and that equipment is kept in the Client's office, use the rented equipment for its intended purpose only and as provided herein, keep it in good technical condition, and cover all its maintenance costs; in the event that the Client damages or destroys the equipment, pay compensation for the harm caused;
- 3.2.3. ensure that Baltmeta has the exclusive right to perform maintenance of the equipment rented and that Baltmeta employees have unrestricted access to the equipment rented;
- 3.2.4. pay to Baltmeta for the services provided against invoice, provided that invoices are issued as provided herein and in the annexes hereto;
- 3.2.5. not use Baltmeta's data network for any illegal purpose, violating any laws or regulations of the Republic of Lithuania or any rights and/or legitimate interests of Baltmeta's other clients.
- 3.2.6. keep confidential and not disclose to any third party the access credentials provided by Baltmeta (usernames, passwords, etc.) in connection with the service provision and intended to be used only by the Client or its representative; immediately inform Baltmeta about any situation where it is necessary to change the access credentials provided and/or to block access.
- 3.2.7. be fully liable for any claims made against Baltmeta by third parties that arise out of the Client's actions taken using the Services provided by Baltmeta;
- 3.2.8. pay compensation to Baltmeta, as provided and in the amount specified herein, for any losses caused to Baltmeta as a result of the Client's failure to meet its obligations.

3.3. Either Party shall:

- 3.3.1. notify the other Party hereto of any change in its details, in writing and within 5 (five) calendar days of the day when the change occurs; should a Party fail to meet this requirement, that Party may not make any claims stating that the other Party's actions, taken in accordance with the details last known to the other Party, have failed to

meet a term or condition hereof or that it has not received a message sent in accordance with those details;

- 3.3.2. meet all the terms and conditions hereof and adhere to the laws and regulations of the Republic of Lithuania that regulate the telecommunications sector, including telecommunications network security.

4. PAYMENT TERMS AND CONDITIONS

- 4.1. Service fees and other rates shall be specified in separate annexes hereto.
- 4.2. Invoices shall be sent to the Client by email to the address specified in the service order annexes. The Client may choose to receive paper invoices. For sending such an invoice, a fee of EUR 1.5 shall be charged.
- 4.3. In the case of deferred payment, the invoice for the services received in a given month shall be sent to the Client no later than the 10th day of the following month. The Client shall pay for the Services received in a given month within 30 days of the day when the VAT invoice is issued.
- 4.4. In the case of advance payment, the invoice for the services received in a given month shall be sent to the Client no later than the 5th day of that month. The Client shall pay such an invoice within 5 (five) days.
- 4.5. Any late payment made by the Client shall be imputed as provided in Article 6.54 of the Civil Code of the Republic of Lithuania. Such payments shall be imputed first to the oldest debts.
- 4.6. Unless agreed otherwise by the Parties, the fee may not be charged for any period before the Services are installed completely.
- 4.7. The first invoice shall include the initial (service installation) fee and the monthly fee for the period from the day of installation to the last calendar day of that month.
- 4.8. In the event that the Client does not receive an invoice, it must either contact Baltmeta to request a copy of the invoice or use its username and password to connect to the service management system to view the required invoice and print a copy of it, and then pay for the services in accordance with that copy of the invoice.
- 4.9. Where the annexes hereto provide that the Client's monthly scope of the services is variable, by signing this Contract the Client agrees to accept the fee as calculated by Baltmeta's accounting system.
- 4.10. In the event that the Client fails to pay for the services on time, Baltmeta shall be entitled to suspend the service provision, provided that it notifies the Client no later than 3 calendar days before such suspension. In the event that the service provision is suspended, the minimum service provision period shall be extended by the period when the service provision remains suspended. After the Client pays off the debt that caused the service provision to be suspended, the service provision shall be renewed immediately, but no later than 2 (two) business days after the payment is credited to Baltmeta's account. For renewing the service provision, a one-time fee of EUR 15 shall be charged.
- 4.11. Baltmeta shall notify the Client of any expected change to prices, rates, or payment terms and conditions no later than 30 (thirty) calendar days before the change occurs. No changes to prices, rates, or payment terms and conditions may be made without the prior agreement between the Parties.
- 4.12. In the event of late payment, Baltmeta shall be entitled to demand that the Client pay, for each day of late payment, a late fee of 0.02% of the total amount due.
- 4.13. Termination of this Contract or any annex to it shall not release the Client from its obligation to pay Baltmeta for the Services provided to it before the day of termination.
- 4.14. Where the monthly fee does not exceed EUR 3 per month, the Client shall be issued with annual invoices.

5. RIGHTS OF THE PARTIES

5.1. **Baltmeta shall be entitled to:**

- 5.1.1. suspend the service provision as provided herein;
- 5.1.2. in the event that the Client deliberately and systematically fails to pay for the services provided and the service provision is suspended, use the services of debt collection agencies to collect the Client's debt, submit the Client's details to the defaulting debtors administration database (SAIS), and/or collect data and pass it to third parties, insofar as this is required to collect the debt;
- 5.1.3. use Baltmeta's data communication equipment to provide services to other Baltmeta's clients, provided that this does not negatively affect any of the quality-of-service parameters specified in the annexes hereto;
- 5.1.4. demand that the Client pay all the expenses related to the collection of its debt.

5.2. **The Client shall be entitled to:**

- 5.2.1. receive the quality of service specified in the annexes hereto;

- 5.2.2. receive compensation for any disruption of service provision caused by Baltmeta, as provided herein;
- 5.2.3. make claims related to the improper installation of equipment intended for the service provision or to unsatisfactory service provision and maintenance; submit other complaints or feedback related to Baltmeta's operations. The Client may submit complaints, feedback, or requests (1) orally to the client manager, or by making a call to the Technical Support Department at 8 700 800 88 and talking to the Helpdesk employee who answers the call, or (2) in writing by sending an email to info@balt.net.

6. SERVICE INSTALLATION AND PROVISION

- 6.1. Where the hardware necessary to provide the service is to be installed in the Client's office, the Client must make all the arrangements necessary for Baltmeta employees or Baltmeta's authorized persons carrying documents that confirm their status to be able, during business hours (unless the Parties agree otherwise), to install, carry out maintenance on, replace, and uninstall, on the service installation site, the hardware necessary to provide the service.
- 6.2. Until the Services are completely installed, Baltmeta shall carry out preparatory works related to the service provision (order and purchase all necessary equipment, and to carry out all the works necessary to program, configure, connect, and test the equipment). Where the Client's participation is necessary, the Client shall cooperate with Baltmeta during the preparatory works and the works to connect the equipment.
- 6.3. The Services shall be deemed completely installed when the Client is able to use the Services and has been notified of this with a message in the Client Area or by email. In special cases, a certificate of acceptance (if the Client is provided with Baltmeta's equipment) and/or certificate of services rendered may be signed. The service shall also be deemed completely installed after the first invoice is paid.
- 6.4. Where the services are provided to the Client's address specified in the service order annexes, any change of the address shall be deemed an amendment to this Contract, which shall require the written consent of both Parties. Should it be impossible to provide the same quality of service for the same price to the Client's new address, the Parties shall sign an amendment to the relevant annex or annexes hereto.
- 6.5. The Client shall reimburse Baltmeta for any expenses incurred by Baltmeta as a result of a change of the service provision address, in the event that such expenses exceed EUR 60.

7. LIABILITY OF THE PARTIES AND ITS LIMITATION

7.1. Baltmeta's liability:

- 7.1.1. Baltmeta shall be responsible for providing the Services in a way that would meet the quality-of-service parameters specified in the annexes hereto.
- 7.1.2. Baltmeta shall be held liable for all unlawful actions of its employees taken when installing, carrying out maintenance on, or repairing equipment.
- 7.1.3. In the event that a disruption of service is caused by Baltmeta, it shall be resolved free of charge.
- 7.1.4. Unless specified otherwise in the service provision rules, in the event that Baltmeta exceeds the maximum allowed failure fixing time, the Client's monthly fee shall be reduced by 1/30 per day.

7.2. Limitation of Baltmeta's liability:

- 7.2.1. Baltmeta shall not be held liable for the sending of any viruses via Baltmeta's network and for any harm caused to the Client by such viruses.
- 7.2.2. Baltmeta shall not be held liable for any indirect losses suffered by the Client and caused by a disruption of service provision (canceled transactions with third parties, production losses, loss of profit, etc.).
- 7.2.3. In the event that a disruption of service provision occurs and it is caused by the Client or any third party, Baltmeta shall not be held liable for that disruption and/or any harm caused by it to the Client.
- 7.2.4. Baltmeta shall not be held liable for any losses suffered by the Client as a result of unlawful actions taken by third parties or by the Client's representatives using the Client's access credentials (i.e., in the event that the Client fails to ensure their confidentiality or fails to duly inform Baltmeta about a situation where it is necessary to change the access credentials provided and/or to block access).
- 7.2.5. The amount of compensation paid by Baltmeta for any disruption of service provision related to a Service received by the Client may not exceed the monthly fee for that Service;
- 7.2.6. In the event that any of the Client's web pages violates the applicable laws and regulations of the Republic of Lithuania, Baltmeta shall not be held liable for the hosting of those pages and shall not be responsible for removing them.

- 7.3. The limitation of Baltmeta's liability and of the amount of compensation (damages) shall depend on the offered price of the

services and on the nature of the services provided. In the event of Baltmeta's intent or gross negligence, no limitation of liability and of the amount of compensation provided herein shall apply.

7.4. The Client's liability:

7.4.1. The Client shall be fully liable for the content of any information that it sends or receives using the Services, including any content that violates those laws and regulations of the Republic of Lithuania that regulate the protection of intellectual property, the protection of personal data, the provision of advertising services, etc.

7.4.2. In the event that a failure is identified, the Client shall be fully responsible for immediately informing Baltmeta about the failure. The Client must also take all the steps necessary to avoid or minimize any possible harm related to the failure. If necessary, the Client must use the phone services provided by third parties (to receive and send messages).

8. EFFECTIVE PERIOD, LIMITATION, AND TERMINATION OF THIS CONTRACT

8.1. This Contract and its annexes shall come into effect on the day when the service order annex is signed and shall remain in effect throughout the minimum service provision period specified in the annexes hereto. In the event that neither Party notifies the other Party in writing of its wish to terminate the Contract or its annexes no later than 30 (thirty) calendar days before the end of its effective period, the effective period of this Contract and its annexes shall be deemed extended indefinitely.

8.2. Where more than one annex hereto is signed, if one of the annexes hereto expires, becomes suspended, or terminated (refusal of services), the Contract and remaining annexes hereto shall remain in effect.

8.3. This Contract shall remain in effect until at least one of its service order annexes remains in effect. This Contract may be terminated at any time by agreement in writing between the Parties.

8.4. Provided that it gives the Client written notice of at least 30 (thirty) calendar days, Baltmeta may unilaterally terminate this Contract in the cases specified below, where the Client breaches a fundamental term hereof and/or it is not possible to continue to provide the services as a result of the Client's malicious actions:

8.4.1. The service provision is suspended as provided in Clause 4.10 hereof.

8.4.2. The Client connects to the data communication equipment without the prior consent of Baltmeta.

8.4.3. The Client's actions pose a threat to the functioning, security, or integrity of the telecommunications network or limit other subscribers' ability to use Baltmeta's services.

8.4.4. The Client sends information that contains defamation, insults, or threats, distributes spam, or carries out any other actions prohibited by the laws of the Republic of Lithuania.

8.4.5. The Client makes unauthorized changes to the content, volume, or any other parameters of the Service.

8.5. In the event that Baltmeta unilaterally terminates this Contract for the reasons specified in Clause 8.4 hereof, the Client shall pay all the fees for the Services provided. Where this happens during the minimum service provision period specified in the annexes hereof, the Client shall pay compensation for the losses suffered by Baltmeta as a result of the termination of this Contract or its annexes and shall pay any applicable contractual penalties specified in the annexes hereto.

8.6. The Client shall be entitled to terminate this Contract and its annexes, provided that it gives Baltmeta written notice of at least 30 (thirty) calendar days. In the event that this Contract or its annexes are terminated during the minimum service provision period, the Client shall pay compensation for the losses suffered by Baltmeta as a result of the termination of this Contract or its annexes, shall return all discounts provided, and shall pay any applicable contractual penalties specified in the annexes hereto.

8.7. Where this Contract or its annexes remain(s) in effect indefinitely after the end of the minimum service provision period, the Client shall be entitled to terminate this Contract or its annex, provided that it gives Baltmeta written notice of at least 5 (five) work days.

8.8. After the end of the minimum service provision period, Baltmeta shall be entitled to suspend the discounts applied to monthly fee specified in the annexes of this Contract.

8.9. In the event that the Client terminates this Contract and its annexes after the Services are completely installed, but before their provision starts, the Client shall pay compensation to Baltmeta (for the losses caused) by paying the installation fees provided in the annexes hereto. In the event that the Client terminates this Contract before the Services are completely installed and before their provision starts, the Client shall pay compensation to Baltmeta for its Preparation for Service Installation expenses (for the losses caused), which Baltmeta incurred when making preparations for the proper performance of its obligations to the Client under this Contract (the obligations to start providing the Services on time and in full). Unless provided otherwise in the annexes hereto, the Preparation for Service Installation expenses shall be deemed to be 80% of the price of (fee for) service installation works specified in the annexes hereto.

8.10. The Client shall be entitled to suspend the provision of the Services provided under this Contract and its annexes without terminating this Contract and its annexes, provided that this is done only once throughout the term of the Contract and for

a period of no more than 60 (sixty) calendar days, which is calculated by adding together all the days when the Services are suspended (not provided) at the Client's request. If the Client wishes to suspend the provision of the Services, it must notify Baltnetas about this no later than 15 (fifteen) calendar days in advance by submitting a written request. Throughout the period when the services remain suspended, the running of the minimum service provision period also remains suspended (i.e., when the service provision is renewed, the minimum service provision period shall be deemed extended by the duration of the suspension period).

- 8.11. If a Party hereto pays compensation for losses, this does shall not release the Party from its obligations under this Contract and shall not terminate this Contract.
- 8.12. In the event that the Services have remained unavailable for over 2 (two) business days since the day when the message was received, and this is caused by Baltnetas, the Client shall be entitled to immediately refuse the Services in whole or in part.
- 8.13. In the event that this Contract is terminated at the Client's request, the Parties shall sign a contract termination agreement that shall include the date when this Contract, or a particular annex to this Contract, is terminated and the amount due to be paid by the Client under this Contract as of the date when the agreement is signed.
- 8.14. Upon termination of this Contract, the Client shall return all Baltnetas-owned data communication equipment to Baltnetas's office at 26 Panerių St. (Panerių g. 26), Vilnius.
- 8.15. The equipment returned shall be in the same condition, save as to normal wear and tear, as it was in when given to the Client upon the beginning of the service provision.
- 8.16. In the event that the equipment returned does not meet the requirement specified in Clause 8.15, the Client shall pay compensation to Baltnetas for the losses caused.

9. FORCE MAJEURE

- 9.1. Either Party shall be relieved of liability for failure to perform its obligations under this Contract if such failure results from (1) circumstances beyond its reasonable control, as provided in the Civil Code of the Republic of Lithuania and the Rules for the Relief of Liability in *Force Majeure* Circumstances approved by the Government of the Republic of Lithuania, including lightning, fires, floods, strikes, accidents involving power lines, (2) deliberate actions of third parties beyond the reasonable control of the Party, as a result of which Baltnetas's equipment is damaged or destroyed, or (3) a binding decision of a public body that regulates the telecommunications sector.
- 9.2. In the event that a Party is not able to perform this Contract as a result of any of the circumstances specified in Clause 9.1, that Party shall notify the other Party in writing of such circumstances within 30 (thirty) calendar days. Should the Party fail to notify the other Party of such circumstances and of how they affect the performance of the Contract, that Party shall pay compensation to the other Party for the losses caused by the fact that such notice was not received.
- 9.3. In the event that *force majeure* circumstances continue for more than 2 (two) months, either Party may terminate this Contract by giving the other Party notice of at least 10 (ten) business days.

10. OTHER TERMS AND CONDITIONS

- 10.1. Neither Party may transfer its rights or obligations under this Contract to any third party without the prior written consent of the other Party, except for the cases where Baltnetas transfers its rights or obligations to a company that is part of its corporate group and this transfer is necessary to perform this Contract.
- 10.2. In the event that one of the Parties undergoes reorganization, this Contract shall remain in effect and its terms and conditions shall be binding for the entity that that Party's rights and obligations are transferred to.
- 10.3. In the event that there is a change in the legal status of one of the Parties, that Party shall immediately notify the other Party of this in writing.
- 10.4. Any message, notice, or other written communication from one Party to the other, related to this Contract or arising out of it, shall be sent in writing and deemed received:
 - 10.4.1. when sent by fax or email and the addressee confirms receipt of such message;
 - 10.4.2. when sent by registered mail (with delivery confirmation) or by courier, or served personally.

11. CONFIDENTIALITY

- 11.1. Either Party shall keep confidential all information received before entering into or performing this Contract, and shall not disclose it to any third party without the prior written consent of the other Party, except as provided by the applicable laws of the Republic of Lithuania and except for any information that:
 - 11.1.1. is publicly available;

- 11.1.2. was lawfully obtained from a third party and no restrictions were set as to its disclosure;
 - 11.1.3. was known to the other Party before signing this Contract and was obtained without any violation of law;
 - 11.1.4. is made publicly available on the day when this Contract is signed, is publicly available in accordance with the laws and regulations of the Republic of Lithuania, except if such information becomes publicly available as a result of a breach of this Contract;
 - 11.1.5. is not deemed confidential as a result of a separate written agreement between the Parties;
 - 11.1.6. becomes available, in the absence of confidentiality obligations, to the receiver of this information from a source (1) that is neither the provider of this information nor a company associated with it, nor a representative of either of them and (2) that, to the best knowledge of the receiver of this information, is not bound by any confidentiality agreement or by any other obligations toward the provider of this information or its representatives;
 - 11.1.7. the Party was bound to disclose by force of law or lawfully required to do so by public administration bodies, including law enforcement agencies and courts, provided that the provider of this information is notified, in advance, of this situation where the disclosure of information is mandatory; the receiver of information shall always consult with the provider of information and follow its lawful and well-founded instructions before disclosing this confidential information as required by law, except when this disclosure is necessary to defend the Party's rights and legitimate interests related to its relationship with the other Party. otherwise, this disclosure of confidential information shall be deemed a breach of this Contract; in any case, the receiver of information shall disclose to public administration bodies, including law enforcement agencies and courts, only that portion of the confidential information that is requested lawfully and on reasonable grounds;
 - 11.1.8. in accordance with the applicable laws of the Republic of Lithuania, may not be deemed confidential.
- 11.2. In the event that a Party breaches this confidentiality agreement and this breach causes losses to the other Party, the guilty Party shall pay compensation for these losses (even if these losses are indirect).
- 11.3. A Party may disclose confidential information only to those of its employees, subcontractors, lawyers, legal/tax consultants, auditors, or other specialists, who need to know it for the purpose of performing this Contract, conducting an independent audit, resolving disputes arising out of this Contract, provided that the persons mentioned in this Clause, before receiving any confidential information, undertake confidentiality obligations that match this Contract.

12. CONCLUDING PROVISIONS

- 12.1. This Contract is made and entered into in accordance with the laws of the Republic of Lithuania. In the event that any part or clause hereof or annex hereto is found to be invalid, this shall not affect the validity of the remaining parts or clauses hereof or annexes hereto. The Parties agree to replace any invalid provision with a new one that would be valid and would allow the Parties to achieve the same goal to the greatest extent possible.
- 12.2. In the event that the Parties fail to resolve a dispute within 20 (twenty) calendar days, that dispute shall be resolved in a court of the Republic of Lithuania in Vilnius (depending on the location of Baltmeta's registered head office).