

BALNETOS KOMUNIKACIJOS, UAB

RULES FOR PROVISION OF INTERNET ACCESS, WIRELESS NETWORK (WI-FI) ACCESS AND DATA TRANSMISSION SERVICES

1. INSTALLATION AND PROVISION OF SERVICE

1.1. Terms and conditions for provision of service

- 1.1.1. Baltmeta ensures the installation, provision, and maintenance of the internet or data transmission service to the terminal jack, including high quality performance of Baltmeta's terminal equipment, i.e. Baltmeta shall not be liable for malfunctions of the service, if these occur due to poor performance of the client's computer network or equipment used.
- 1.1.2. The client undertakes to ensure that he has and will have during the service provision period all necessary permissions that may be required for the provision of services at the place of service and also undertakes to ensure at his own expense that Baltmeta is not prevented (prohibited) from implementing the functionality for the provision of services at the place of service selected by the client during the entire period of validity of the contract. This condition is considered to be a key requirement for providing the services to the client.
- 1.1.3. The hardware used by the client must be fault free with the software installed correctly. Otherwise, Baltmeta shall not be liable for any malfunctions resulting from the installation of required access support programs.
- 1.1.4. In the case of provision of wireless network (WI-FI) service, the client assumes responsibility for non-disclosure of password to third parties. Baltmeta shall not be liable for any client's network intrusion and any loss resulting from the disclosure of password to third parties.
- 1.1.5. Requests for wireless network password change are accepted only from an authorized representative's email.
- 1.1.6. Network throughput and range depend on the parameters of wireless networking equipment, building and other surrounding characteristics.
- 1.1.7. Failures caused in Baltmeta network through other than the client's fault shall undergo troubleshooting free of charge.
- 1.1.8. Troubleshooting of failures caused in Baltmeta network through the client's fault shall be charged as per fees confirmed in the order.
- 1.1.9. Arrival at the place of provision of service, when failures are detected in the client's network and/or equipment, shall be charged as per fees confirmed in the order.
- 1.1.10. Internet access, wireless network (WI-FI) access, and data transmission services do not include structured cabling. Wireless network (WI-FI) service does not include the internet traffic.

1.2. Service provision address

- 1.2.1. The client shall not have the right to change the service installation location without authorization and shall inform Baltmeta about such changes 30 days in advance.
- 1.2.2. In the event of any changes in the client's address, where the internet services are provided, Baltmeta does not guarantee that the services will be provided under the same terms and conditions, as prior to such changes.
- 1.2.3. In the event when it is impossible to provide the same quality of services at the same price at the new client's address, the parties shall confirm a new order under such other terms and conditions.
- 1.2.4. The costs incurred by Baltmeta for changing the address for the provision of services, the amount of which exceeds EUR 50, shall be compensated by the client.

1.3. Terminal equipment

- 1.3.1. During the period of provision of service, the client shall be prohibited from repairing or modifying Baltmeta's telecommunication equipment.
- 1.3.2. The client shall ensure proper conditions of use of Baltmeta's equipment and uninterrupted power supply for Baltmeta's equipment installed at the place of service.
- 1.3.3. During the warranty and preventive maintenance period, failures of terminal equipment resulting through other than the client's or third parties' fault, shall undergo troubleshooting free of charge. Where it is impossible to replace the defective terminal equipment with the equipment by the same manufacturer and of the same model, Baltmeta shall have the right to replace the defective equipment with the equivalent terminal equipment. No warranty and preventive maintenance period shall be established for the replaced terminal equipment.
- 1.3.4. Upon declining the provision of services, the terminal equipment owned by Baltmeta shall be delivered at the client's expense to one of Baltmeta's offices located at Panerių g. 26, Vilnius, Savanorių pr. 178A, Kaunas, Šilutės pl. 2-517, Klaipėda, or, in individual cases, returned to the engineer, who has arrived at the client's location. The Transferred Equipment shall be in the same condition as it was when the Customer transferred the service, taking into account its natural depreciation. If the transferred equipment does not comply with these conditions, the Customer undertakes to

indemnify Baltmeta for any losses incurred. The equipment handed over shall be in the same condition, as it was, when starting rendering the service, by taking its natural wear and tear into account. If the equipment handed over does not meet such conditions, the client undertakes to indemnify Baltmeta for any losses incurred as a result thereof.

2. SERVICE LEVEL AGREEMENT (SLA)

2.1. Internet and data transmission service SLA parameters table

	Standard SLA	Advanced SLA
Incident response time (during business hours/during non-business hours)	2/4 hours	1/2 hours
RFC, RFI response time during business hours	4 hours	2 hours
Resolution and response time (during business hours/during non-business hours)	4/24 hours	4/8 hours
RFC, RFI solution time during business hours	8 hours	4 hours
Average monthly packet delay in Lithuania	15 ms	15 ms
Packet loss no greater than	0.1 %	0.1 %
Alterations or provision of information is available on business days	8:00 A.M. – 5:00 P.M.	8:00 A.M. – 5:00 P.M.
Fault recording time	24/7 by Phone +370 700 800 88 or E-mail pagalba@balt.net	

2.2. Wireless network (WI-FI) service SLA parameters table

	WI-FI SLA	WI-FI PRO SLA
Incident response time (during business hours/during non-business hours)	4/- hours	2/8 hours
Resolution and response time (during business hours/during non-business hours)	8/- hours	4/24 hours
RFC, RFI solution time during business hours	8 hours	4 hours
Alterations or provision of information is available on business days	8:00 A.M. – 5:00 P.M.	8:00 A.M. – 5:00 P.M.
Fault recording time	24/7 by Phone +370 700 800 88 or E-mail pagalba@balt.net	
Arriving at the service location	From EUR 39*	Free of charge

*The rate is applicable in the cities of Vilnius, Kaunas and Klaipėda.

3. FURTHER PROVISIONS

- 3.1. Baltmeta shall not check and shall not be responsible for the legality of the client's software installed and its compatibility with the parameters of service rendered as well as other software.
- 3.2. The client shall be fully responsible for the claims and actions brought by the third parties against Baltmeta regarding the client's actions in using Baltmeta's service; if Baltmeta determines that by using the service the client violates the rights of other persons, laws, or international agreements, Baltmeta shall have the right to terminate the service at short notice.
- 3.3. The service shall not be considered to not function due to the fault of Baltmeta and it shall not be considered as a decrease in service availability, where:
 - 3.3.1. service disruptions are caused by the client's actions or the client's software, malfunctions are caused by unauthorized intrusion into a computer or a network, i.e. hacking;
 - 3.3.2. service disruptions are caused by unsolicited or undesired electronic messages, i.e. spam;
 - 3.3.3. scheduled fault avoidance is performed or faults occur due to factors beyond Baltmeta's control, i.e. Force Majeure.