

## BALNETOS KOMUNIKACIJOS

### RULES FOR THE PROVISION OF INTERNET CONNECTION AND DATA TRANSMISSION SERVICES

#### 1. SERVICE INSTALLATION AND PROVISION

##### 1.1. Service provision

Baltmeta shall be responsible for the installation, provision, and maintenance of its Internet or data transmission service up to the entry point, which shall include the proper functioning of Baltmeta's data communication equipment (i.e., Baltmeta shall not be held liable for any disruption of service caused by the improper functioning of the Client's computer network or hardware/software used by the Client).

The Client shall ensure that, during the period when the service is provided, it has all licenses and/or permissions that may be required for Service Provision in the Service Provision Location indicated in the Annexes to the Contract. The Client shall also ensure, at its own expense, that during the entire term of the Contract Baltmeta is not prevented/prohibited from implementing technical solutions necessary for Service Provision at the Service Provision Location selected by the Client. This condition shall be deemed essential for the provision of the Services to the Client.

The hardware used by the Client must be kept in good condition and must have correctly installed software. Otherwise, Baltmeta shall not be liable for any disruptions that may occur when installing software necessary to maintain the connection.

##### 1.2. Service provision address

Any change of the Client's address that the Internet services are provided to shall be deemed a change of contract, which shall require the written agreement 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 to the Contract. The Client may not arbitrarily change the service installation location.

The Client shall reimburse Baltmeta for any expenses incurred by Baltmeta as a result of the change of the service provision address, in the event that such expenses reach or exceed EUR 57.92.

##### 1.3. Data communication equipment

During the period when the service is provided, the Client may not repair or make changes to Baltmeta's communication equipment.

The Client shall ensure the appropriate conditions for the use of Baltmeta's equipment and the uninterruptible power supply for Baltmeta's equipment at the location where the service is installed.

Upon termination of the Contract, the Client shall, at its own expense, return Baltmeta-owned data communication equipment to one of Baltmeta's offices located at the following addresses: 26 Panerių St., Vilnius (Panerių g. 26); 254a Jonavos St., Kaunas (Jonavos g. 254a); and 2 Šilutės Road, Apt. 517, Klaipėda (Šilutės pl. 2-517). 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. In the event that the equipment returned does not meet this requirement, the Client shall pay compensation to Baltmeta for the losses caused.

#### 2. QUALITY-OF-SERVICE PARAMETERS OF THE INTERNET SERVICE (SLA)

##### 2.1. SLA parameters

	Standard SLA	Extended SLA
Service availability	99.5%	99.9%
Incident response time (during business hours/outside business hours)	2/4 h	1/2 h
RFC/RFI response time (during business hours)	4 h	2 h
Failure fixing time (during business hours/outside business hours)	4/24 h	4/8 h
RFC/RFI completion time (during business hours)	8 h	4 h

Average monthly packet latency in Lithuania	20 ms	20 ms
Maximum packet loss	0.1%	0.1%
RFC/RFI completion (during business days)	8:00–17:00	8:00–17:00
Failure registration time	24 hours a day if the failure is reported by calling 8 700 80088 or sending an email to <a href="mailto:pagalba@balt.net">pagalba@balt.net</a> .	

### 3. OTHER TERMS AND CONDITIONS

- 3.1. Baltnetas shall not be responsible for ensuring that any software installed by the Client is legal and compatible with the parameters of the service provided and with any other software.
- 3.2. The Client shall be fully liable for any claims made against Baltnetas by third parties that arise out of the Client's actions taken using the service provided by Baltnetas. In the event that Baltnetas determines that the Client, while using the service, violated other persons' rights, the law or international treaties, Baltnetas shall have the right to terminate the service provision immediately.
- 3.3. It shall not be deemed a reduction in the service's availability or a disruption of service caused by Baltnetas if the disruption of service is caused by the Client's actions or the Client's software, by unauthorized access or willful malicious attacks (hacking), by the sending of mass unsolicited messages containing advertisement or any other information (spam), by scheduled preventive system maintenance, or by failures caused by events or circumstances beyond Baltnetas's reasonable control (force majeure).