

BALTNETOS KOMUNIKACIJOS, UAB

RULES FOR THE PROVISION OF FIXED-LINE TELEPHONY (VOICE-OVER-INTERNET PROTOCOL, VOIP)
SERVICES AND PRICING**1. TERMS AND DEFINITIONS****1.1. Additional maintenance works**

Works that are carried out at the client's request and that concern additional service configuration and/or the installation of new services.

1.2. Fixed-line telephony (Voice-over-Internet Protocol, VoIP)

A telephony solution that transmits voice over data networks (the Internet) using the Internet Protocol (IP).

1.3. Virtual PBX phone system

A special server located at Baltmeta's data centre used for processing and terminating internal and external calls.

1.4. Virtual dedicated PBX phone system

A PBX defined in the server space allocated to a particular client. It is used for processing and terminating internal and external calls.

1.5. Data centre

A Baltmeta-owned, specially equipped facility located at Panerių g. 26, Vilnius, and Liepkalnio g. 160c, Vilnius.

1.6. IP phone

A fixed-line phone used to process calls based on the VoIP technology.

1.7. TVA

A special device (adapter) used to convert digital voice signals to IP packets and the other way around.

1.8. PSTN (external) phone number

A fixed-line or cell phone number used in public phone networks at country or world level.

1.9. Internal (short) phone number

A phone number used only for calls within the private phone network of the company.

1.10. Call log

Information on all completed (answered) outgoing external calls for a given period.

1.11. Call detail record (CDR)

Detailed information on all external and internal calls for a given period.

2. TELEPHONY (VOIP) CALLING PLANS AND FUNCTIONALITY**2.1. Plan Mini**

A call forwarding service. Incoming calls to PSTN number in Baltmeta's network are forwarded to another operator's network.

2.2. Plan 1

A virtual PBX capable of serving up to 16 internal phone numbers and up to 100 external phone numbers. Such virtual PBX provides all basic functionality of a physical telephone exchange.

2.3. Plan 2

A virtual PBX that can serve up to 60 internal phone numbers and up to 1,000 external phone numbers. Such virtual PBX provides all possible functionality of a physical telephone exchange and can be integrated with CRM and business management systems.

2.4. Plan Personal

A physical server acting as a PBX that can serve up to 60 internal phone numbers and up to 1,000 external phone numbers. This type of PBX is usually placed at the client's facility and used with special hardware connected to it, such as manufacturing equipment, digital PBXs, various gateways, etc.

2.5. Short numbering system

Short four-digit phone numbers that can be assigned to any of the company's fixed-line phones in Baltnetas's network.

2.6. Call sequence

A fixed path for incoming calls created using time-based and order-based rules. With such a path, every incoming call is forwarded from one company phone to another until it is answered or the call termination time is up. The sequence can include not only the company's internal numbers, but also numbers in other networks.

2.7. Call waiting

A function that puts incoming calls on hold, if the called party's line is busy. One phone line can process up to 30 active calls at the same time.

2.8. Call forwarding

A function that forwards/redirects incoming calls to other internal or external numbers. IP phones allow subscribers for forward calls without operator assistance.

2.9. Ring group

Groups the company's internal numbers together. Incoming calls to a number in the group can then be forwarded to another number in the same group.

2.10. Ordering and viewing call logs

A special application that allows users to order and view a log of outgoing calls for a given period.

2.11. Call detail record (CDR)

A special application that allows users to view detailed information on all incoming and outgoing calls.

2.12. Voice mail

The calling party can leave a message, if the called party does not answer the call. The message is recorded and sent to a predefined company email address.

2.13. Incoming call routing

Processes and redirects incoming calls based on predefined rules.

3. ADDITIONAL SERVICES

3.1. Interfax

A virtual fax that allows users to receive fax messages as email. Fax messages are sent using special software.

3.2. Conference room (in the office and beyond)

A virtual conference room that allows users to set up voice conversations involving multiple parties. The parties

may be located in networks run by different operators.

3.3. Special call plan

A service that allows users to order call tariffs that suit your company's needs.

3.4. DISA (for calls abroad)

A virtual Lithuanian phone number that allows the client to make international calls from a cell phone over Baltnet's network.

3.5. DISA (for calls from abroad)

A virtual foreign phone number used to make calls from abroad over Baltnet's network.

3.6. 700 number

A Lithuanian 8-digit phone number, which first three digits are 700.

3.7. Foreign phone number

A virtual foreign phone number that allows the client to receive incoming calls.

3.8. IVR interactive menu

The calling party is provided with a pre-recorded voice menu (e-Secretary) that allows him/her to use his/her phone's keypad to choose where to direct the call.

3.9. Call recording

Records incoming and/or outgoing calls at the PBX.

3.10. Call register

An application that allows users to collect and analyse incoming call statistics by date and time, operator group, individual operators, answered or missed calls.

4. SERVICE LEVEL AGREEMENT (SLA)

4.1. Failure registration time

Failures may be registered 24 hours a day by calling 8 700 800 88 or sending an email to pagalba@balt.net.

4.2. Response time

The response time to a request for change or information shall be 4 hours. Requests for change or information shall be completed on business days from 8:00 A.M. to 5:00 P.M.

Incident response times shall be as follows: 60 min for SLA 1, 30 min for SLA 2, and 15 min for SLA 3.

4.3. Failure fixing

Failure fixing shall only be performed after the client provides all necessary information about the incident and ensures full access to the hardware located at the client's facility. Failures related to telephony services shall be fixed 24 hours a day.

The failure fixing times during business hours shall be as follows: 6 hours for SLA 1, 4 hours for SLA 2, and 2 hours for SLA 3.

The failure fixing times outside business hours shall be as follows: 12 hours for SLA 1, 8 hours for SLA 2, and 4 hours for SLA 3.

4.4. Hardware replacement

Faulty or not-fit-for-purpose rented hardware shall be replaced on business days from 8:00 A.M. to 5:00 P.M.

The hardware replacement times shall be as follows: 48 hours for SLA 1, 32 hours for SLA 2, and 24 hours for SLA 3.

4.5. Request completion

A request means any additional works and changes that are not mentioned in the original service configuration. Requests shall be completed on business days from 8:00 A.M. to 5:00 P.M.

The request completion times shall be as follows: 16 hours for SLA 1, 8 hours for SLA 2, and 4 hours for SLA 3.

4.6. Compensation

Non-compliance with SLA shall result in compensation, the amount of which per day shall be calculated as follows: the percentage indicated below is multiplied by the service's monthly fee (call minutes are not included).

The amount of compensation per day shall be as follows: 4 % for SLA 1, 10 % for SLA 2, and 20 % for SLA 3.

The amount of compensation may not exceed 100 % of the monthly fee paid. The compensation shall be provided in the form of a discount on the monthly fee for the current month.

5. LIABILITY OF THE PARTIES

5.1. The client shall be fully liable for any damage to the hardware rented, use it for its intended purpose only, and keep it in good technical condition during the entire term of the contract. In the event that the client damages or destroys the hardware, the client shall pay compensation for the harm caused. The client shall ensure that Baltmeta has the exclusive right to perform maintenance of the hardware rented and that Baltmeta employees have unrestricted access to the hardware rented.

5.2. The client hereby undertakes to keep confidential and not disclose to any third party the access credentials provided by Baltmeta (usernames, passwords, etc.) and intended to be used by the client or its representative. The client shall immediately inform Baltmeta about any situation where it is necessary to change the access credentials provided and/or to block access.

5.3. Baltmeta shall be fully liable for any losses caused to the client as a result of unauthorized access to the client's PBX, provided that Baltmeta is responsible for performing all monitoring and maintenance works on the PBX. Where the maintenance of PBX is performed by the client or where, at the client's request, Baltmeta has provided access to the PBX from any IP address, the client shall be the party liable for any unauthorized access to the PBX.

5.4. The client shall be fully liable for any claims made against Baltmeta by third parties that arise out of the client's actions taken using the service provided by Baltmeta. In the event that Baltmeta determines that the client, while using the service, violated other persons' rights, laws, or international treaties, Baltmeta shall have the right to terminate the service provision immediately.

It shall not be deemed a reduction in the service's availability or a disruption of service caused by Baltmeta, if the disruption of service is caused by the client's actions or the client's software, unauthorized access or wilful malicious attacks (hacking), sending of mass unsolicited messages containing advertisement or any other information (spam), scheduled preventive system maintenance, or failures caused by events or circumstances beyond Baltmeta's reasonable control (force majeure).

5.5. Baltmeta 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.

6. OTHER TERMS AND CONDITIONS

6.1. At the client's request, Baltmeta shall submit a written request to other communications service providers to migrate the client's phone numbers to Baltmeta's network. At the client's request, Baltmeta shall provide the client with new Lithuanian and foreign fixed-line phone numbers and cell phone numbers.

6.2. Baltmeta shall not be liable for any indirect losses incurred by the client as a result of service disruption (failed transactions with a third party, production losses, loss of profit, etc.).

6.3. Baltmeta shall not be liable for terminating the provision of service and/or damage caused to the client as a result thereof, if it is caused through the fault of the client or third parties.

6.4. Baltmeta shall keep records of the last 6 months, when the client has subscribed to the call recording service, unless

otherwise specified in the order.

- 6.5.** After suspension of service, Baltmeta undertakes to delete the client's PBX phone system including data within 2 business days. Data shall be deleted from backup copies without any possibility to restore such data within 7 calendar days or earlier, if so requested by the client.
- 6.6.** The calling plan assigned to the client shall be specified in the client's order for services, while specific tariffs shall be published by Baltmeta on www.balt.net/service-contracts. By signing the order, the client confirms that he/she is familiar with the content of calling plan assigned to him/her.
- 6.7.** Tariff plans apply to the outgoing calls with EEA Caller ID. There is a separate tariff plan available for calls from non EEA countries. The updated version is published on www.balt.net/service-contracts.
- 6.8.** Calls to premium-rate numbers are charged at the rates set by the operators. The latest rates and the updated version are available on www.balt.net/service-contracts or a client is informed about the cost of the call during the call.
- 6.9.** Baltmeta reserves the right to unilaterally change the calling rates by publishing the updated version on www.balt.net/service-contracts.
- 6.10.** Baltmeta shall ensure that the correct number of any calling party (caller ID) is shown only in Baltmeta's network.
- 6.11.** Baltmeta shall ensure DTMF signal transmission to foreign phone numbers only in Baltmeta's network.
- 6.12.** Additional works connected with making changes to the configuration and original settings shall only be performed after the client submits a request by sending an email to pagalba@balt.net and receives a reply confirming that the request has been registered and informing the client about the expected start date and time of the works.
- 6.13.** Additional services shall only be deployed upon placing an new order.