

**Product Conditions No. ML.05.IN.74.C****Name of product: MLX Plus Mail Service**

The parties of the present Product Contract are the Client and Telia Eesti AS (therefore hereinafter referred to as Telia).

**1. Content of product**

1.1. Under the MLX Plus Mail Service, Telia Eesti AS (hereinafter Telia):

1.1.1. provide the Client with a possibility to use the e-mail and group work server Microsoft Exchange Server (the Server) administered by Telia according to clause 1.4;

1.1.2. provide the Client Service support according to clause 1.11;

1.1.3. ensure the availability according to clause 1.13;

1.2. Transfer of e-mails and information from the Client's existing system is a separate service for a charge that is payable according to the price list;

1.3. The Client shall make every effort to use the service (incl. functioning Internet connection).

1.4. Telia enables the Client to use the following functions of the Server according to User Accounts (see clause 1.5):

1.4.1. Basic User Account:

1.4.1.1. possibility to receive e-mails sent to the User Accounts;

1.4.1.2. possibility to send e-mails through the User Accounts both to other User Accounts as well as to Internet e-mail addresses;

1.4.1.3. possibility to use Redirecting Accounts (see clause 1.7);

1.4.1.4. e-mail viruses and spam control;

1.4.1.5. possibility to restore objects deleted from the Deleted Items subfolders within 14 days as from the deletion thereof;

1.4.1.6. access to the account through the web browser or e-mail programme by using the SMTP, IMAP or POP protocols;

1.4.1.7. possibility to use personal e-mail folders, e-mail lists, duties, personal contact base and calendar;

1.4.1.8. possibility to use the Client Service support;

1.4.2. Standard User Account:

1.4.2.1. includes everything set out under the Basic User Account plus:

1.4.2.2. possibility to use Resource Accounts (see clause 1.6);

1.4.2.3. access to the account through the web browser, Outlook and e-mail programme by using the MAPI protocol; in the case of using the MAPI protocol, Telia ensures the functioning of the service only in the case of Outlook 2007 or newer version;

1.4.2.4. access to the account through mobile phone that enables Active Sync;

1.4.2.5. possibility to use Public Folders (see clause 1.8), public calendars, duties and contact base;

1.4.2.6. possibility to view the available/busy status of other User Accounts and Resource Accounts;

1.4.3. Standard+ User Account:

1.4.3.1. includes everything set out under the Standard User Account plus a possibility to use the Outlook or Entourage software according to clause 1.10.

1.5. User Account

1.5.1. The User Account is an account that is created for the Client in the Server and through which it is possible to send and receive e-mails and that allows the preservation and processing of e-mails, contact data, data about duties and meetings.

1.5.2. To gain access to the User Account (for logging in), an authorised user of the User Account shall give the Server their user name and password. The person responsible for the maintenance of secrecy of the password shall be the authorised user of the User Account.

- 1.5.3. The User Account shall be created and deleted and its parameters shall be changed by Telia upon an order issued by the Client's Contact Person or by the Client itself through the MLX Plus web-based management tool. If the said management tool allows making the desired change, but the Client does not wish to use it, then the Client shall pay for the change according to the hourly price.
- 1.5.4. Waiving the use of the MLX Plus web-based management tool brings along an increase in the monthly fee of all the accounts according to the MLX Plus Mail Service price list.
- 1.5.5. The parameters of the User Account are:
  - a) the user name that consists of a user ID freely chosen by the Client, the symbol "@" and the Logging Domain determined in the Product Contract;
  - b) the password that must be in compliance with the requirements of the Server as regards its minimum length and complexity. The user of the User Account must change the password established by Telia when creating a User Account or upon an order issued by the Contact Person when logging in for the first time; the user must change their password not less often than once in 50 days;
  - c) the actual name of the user of the User Account that Telia establishes upon an order issued by the Contact Person;
  - d) the e-mail address that consists of a part freely chosen by the Client, the symbol "@" and the Mail Domain determined in the Product Contract;
- 1.6. The Resource Account is an account of restricted right of use that is created in the Server for the Client and with the help of which it is possible to plan the available/busy status of the Client's resources.
- 1.7. The Redirecting Account is an account of restricted right of use that is created in the Server for the Client and that allows redirecting e-mail that has arrived there both to other User Accounts as well as to Internet e-mail addresses.
- 1.8. Public folders
  - 1.8.1. Public folders are data repositories whose structure can be determined freely by the Client and where it is possible to preserve and process e-mails, contact data and other information.
  - 1.8.2. Public folders are accessible only to authorised users of Standard and Standard+ User Accounts; the Client may restrict the access rights of users at its discretion.
- 1.9. Data volume limitations
  - 1.9.1. Data volume is calculated in total in terms of all User Accounts, Resource Accounts, Public Folders and Contacts.
  - 1.9.2. There are no limitations on data volume, the Client pays according to the data volume actually used.
  - 1.9.3. The data volume of the User Accounts that is without charge and the fee for exceeding the data volume that is without charge has been laid down in the MLX Plus Mail Service price list.
- 1.10. Right to use Microsoft Outlook and Entourage
  - 1.10.1. With each Standard+ user account Telia shall grant the Client the right (licence) to use Microsoft Outlook or Entourage on the basis of a contract made with an affiliate of the Microsoft Corporation. The Client may install one copy of Microsoft Outlook or Entourage per Standard+ User Account and use it only to access the Server. Telia shall not charge any licence fee from the Client. Upon expiry of the contract, the Client shall delete the software from the computer. The licence conditions of the Microsoft software granted to the Client along with the service have been set out in Annex 1 to the Product Conditions.
  - 1.10.2. If the Client has acquired the right to use Microsoft Outlook or Entourage on the basis of other than a contract containing these Product Conditions and the contract does not prohibit establishment of connection with the Server, the Client may access the Server by using their existing licence of Microsoft Outlook or Entourage in the case of all User Accounts.
- 1.11. Client Service
  - 1.11.1. The Service Time is a period on working days (from Monday to Friday, except on public holidays) from 09:00 to 18:00.
  - 1.11.2. The Client Service telephone number is 606 9944 and e-mail address [help@telia.ee](mailto:help@telia.ee).

- 1.11.3. The Client Service shall receive telephone calls during the Service Time.
- 1.11.4. During the Service Time the Client Service shall respond to the Client's inquiries, that the Client cannot solve themselves with the help of the web-based management tool, within 1 (one) hour of the receipt thereof.
- 1.11.5. During the Service Time the Client Service shall respond to the Client's inquiries, that the Client can solve themselves with the help of the web-based management tool, within no later than 8 (eight) hours of the receipt thereof.
- 1.11.6. The Client Service shall respond to inquiries received outside the Service Time within 2 (two) hours of the moment when the Service Time begins again.
- 1.12. Contact Persons
  - 1.12.1. The Client shall specify in the Product Contract at least 1 (one) Contact Person.
  - 1.12.2. The Contact Person shall have the right, in the name of the Client, to issue orders to Telia for adding, deleting and changing User Accounts or to change the User Accounts themselves with the MLX Plus web-based management tool.
  - 1.12.3. The Contact Person shall have access to the web-based management tool of the User Accounts, where it is possible to change the passwords of the Client's User Accounts and to delete and change the parameters of the user accounts.
  - 1.12.4. Employees of the Client Service shall have the right and obligation to identify the Contact Person. A Contact Person shall be deemed as identified if they call from a telephone number determined in the Product Contract or send an e-mail from an address determined in the Product Contract. In any other cases employees of the Client Service may call back or send an e-mail to the Contact Person by using the contact data set out in the Product Contract as well as require from the Contact Person, in addition to the personal data of the Contact Person, also the notification of the number of the Product Contract.
- 1.13. Availability
  - 1.13.1. Telia shall guarantee that in one calendar month the unavailability of the Server does not exceed, during the Service Time, 4 (four) hours as from the notification of the failure and 8 (eight) hours a month in total.
  - 1.13.2. The Server is available if it realises the possibilities listed in clause 1.4 and can be accessed with the help of the tools set out in clause 1.4.1.6 or 1.4.2.3 both from the communications network that belongs to Telia as well as from the public Internet.
  - 1.13.3. Unavailability of the Server shall not be deemed as unavailability if it has been caused by:
    - a) the performance of scheduled maintenance work of which the Client has been notified in advance;
    - b) an epidemic of e-mail viruses, i.e. an explosive growth in the dissemination thereof in Estonia, Europe or the entire world;
    - c) disorders in the work of a communications network other than that belonging to Telia.
    - d) unreasonably huge cyber attacks against servers that are located in server rooms of Telia.

## **2. Reporting and settlement**

- 2.1. The Client shall obtain information related to the Product Contract and performance thereof from the web environment of Telia at [www.telia.ee](http://www.telia.ee).
- 2.2. Telia shall submit an invoice to the Client no later than by the 10<sup>th</sup> date of the month following the month when the service was provided. An invoice shall be submitted in a format that can be reproduced in writing and sent to the e-mail address of the Contact Person for settlement issues as determined in the Product Contract or made available through the aforesaid web environment.
- 2.3. Telia shall draw up the invoice set out in clause 2.2 on the basis of information concerning the performance of the Product Contract and the MLX Plus Mail Service price list applicable in the month when the service was provided.
- 2.4. If the unavailability of the Server exceeded within a month the limits set out in clause 1.13, Telia shall, based on a respective claim of the Client, make a recalculation of the amount of MLX Plus Mail Service subject to payment for the corresponding month by 2% for each hour by which the unavailability of the Server exceeded the limits.

### 3. Miscellaneous

- 3.1. Telia shall provide MLX Plus Mail Service adhering thereby to legislation of the Republic of Estonia and to good practice. This means, *inter alia*, that Telia does not help the Client in any manner in installation, use, preparation and dissemination of pirated software; in the performance of any illegal surveillance activities; in the breach of good practices of use of data communication networks (incl. in the dissemination of spam or pornographic materials). If such activities of the Client become known to Telia, then Telia may suspend the provision of the service without any advance notice.

## Annex 1

### TERMS AND CONDITIONS REGARDING USE OF MICROSOFT SOFTWARE

This concerns your use of Microsoft software, which includes computer software provided to you by Telia as described below, and may include associated media, printed materials, and “online” or electronic documentation (individually and collectively “SOFTWARE PRODUCTS”). Telia does not own the SOFTWARE PRODUCTS and the use thereof is subject to certain rights and limitations of which Telia needs to inform you. Your right to use the SOFTWARE PRODUCTS is subject to your agreement with Telia, and to your understanding of, compliance with, and consent to the following terms and conditions, which Telia does not have authority to vary, alter or amend.

#### 1 DEFINITIONS

**Client Software** means software that allows a Device to access or utilise the services or functionality provided by the Server Software.

**Device** means each of a computer, workstation, terminal, handheld PC, pager, telephone, personal digital assistant, “smart phone,” or other electronic device.

**Server Software** means software that provides services or functionality on a computer acting as a server.

**Redistribution Software** means the software described in Paragraph 4 (“Use of Redistribution Software”) below.

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