

# Terms of Service No. ET.05.SR.17.B

# Name of service: Cloud backup

# 1. Definitions

**Business client service Client portal** service centre for the management of inquiries submitted by the Clients; an online environment located at <u>https://www.telia.ee/itportaal</u>, which enables the Client to view the current statuses of the inquiries and the solution options related to those, and browse data concerning the contract.

#### 2. Service description

- 2.1. In the framework of the Cloud Backup service, Telia provides client-centred data backup service to the client pursuant to the content of these terms and conditions.
- 2.2. The data included in the backup will be agreed upon beforehand, when starting the use of the service, and it can be changed later on through the Business Client service. The data to be backed up shall be registered in the Client's software as well, provided that Telia manages the Client's software.
- 2.3. Telia provides the Service through the central backup software, which is managed by Telia, and the highavailability infrastructure, which is located in the Telia server room, necessary for the software.
- 2.4. In the framework of the Service, Telia ensures that there are software licences necessary for providing the backup service.

#### 3. Service organisation

3.1. The Client can select any amount of backup plans based on their needs, and also choose the backup window, in the framework of which backup will be conducted, that best suits them. Telia makes backup copies of data regularly, based on the selected backup plan:

Backup scheme	Backup frequency	Maximum recovery time objective	Maximum recovery point objective	Backup window
1 day 7 generations	1x per day concerning all data (full), 6x per day concerning changes (incremental)	er 8 hours*	8 hours	23:00-07:00
1 week 4 generations				07:00-10:00
1 month 3 generations				17:00-23:00

### 3.1.1. Backup plan 1

#### 3.1.2. Backup plan 2

Backup scheme	Backup frequency	Maximum recovery time objective	Maximum recovery point objective	Backup window
1 day 7 generations	1x per week concerning all data (full), 6x per			23:00-07:00
1 week 4 generations	week concerning changes (incremental)	12 hours*	24 hours	07:00-10:00
1 month 2 generations				17:00-23:00

#### 3.1.3. Backup plan 3

Backup scheme	Backup frequency	Maximum recovery time objective	Maximum recovery point objective	Backup window
1 day 7 generations	1x per week concerning all data	24 hours*	24 hours	23:00-07:00



1 week 4 generations	(full), 6x per week concerning changes	07:00-10:00
1 month 1 generation	(incremental)	17:00-23:00

\*The maximum recovery time objective (RTO) is valid on the condition that the recoverable volume of data and data connections allow for that deadline to be met.

- 3.2. Restoring data from backup copies, if the loss or damage of data occurred due to Client's activity or inactivity, shall be carried out according to the Price List.
- 3.3. If data loss was caused by Telia's activity, data shall be restored free of charge for the Client.

# 4. Client's obligations

- 4.1. The Client shall consider the fact that although Telia is responsible for service operability as the service provider, some service processes and daily actions depend either completely or partly on processes or infrastructure completely under the control of the Client.
- 4.2. In order to make sure that the backup conducted in the framework of the Service, the Client shall compile a recovery plan and will also ensure the regular performance of recovery tests, to verify that data recovery is functional.
- 4.3. The Client shall enable access that is necessary to initiate the Service at the Client's location to Telia.
- 4.4. The Client shall ensure necessary access to servers to Telia, as well as a communications channel with sufficient speed and availability for the provision of backup service.
- 4.5. The Client is obligated to inform Telia of all changes that may influence the performance of the backup service.
- 4.6. The Client is obligated to inform Telia of all changes in the systems that are backed up or of any added systems that the Client wishes would be backed up as well.

#### 5. Transmission of notifications to the Customer Service and the processing of notifications

- 5.1. The Customer service number is +372 606 9944 and the e-mail address is help@telia.ee.
- 5.2. The Customer service shall answer the Client's calls around the clock; notices received by e-mail shall be registered during Standard business hours. Any notices received by e-mail during Non-standard business hours shall be registered the following working day. Any notices received during Non-standard business hours shall be addressed on the working day following the notice, regardless of the manner the notice was sent, unless the Parties have agreed otherwise.
- 5.3. During the Non-standard business hours, Customer service shall address the Client's notices or error messages within one (1) hours as of the receipt thereof.
- 5.4. After submitting the notice on the Service failure, the contact person of the Client or the person who has sent the notice shall be available by telephone for the contact person of Telia.
- 5.5. The solution course and status of all requested to be resolved by Telia can be viewed from the Client portal at the moment these have been registered.

#### 6. Service fee

6.1. The Client shall pay the fees related to the service based on the Terms of Service and Price List and the invoice provided by Telia, following the combination of service parameters used during the invoicing period. In addition to the monthly fee, the Client is required to pay a fee fixed in the Price List for any (additional) services ordered by the Client.

#### 7. Additional terms

- 7.1. In addition to the agreement and the Terms of Service, the parties shall be guided by the rules for IT services, Telia's General Terms and Conditions, and the Price List.
- 7.2. If Telia comes in contact with personal data during the provision of the service (for example, if the backed up data include the basic data of the client's employees), then Telia as the processor shall process these in accordance with the rules for IT services. The parties shall record the details of processing personal data separately, if necessary.