

HABERST INFRA AS
CAMPUSNET DATA TRANSMISSION SERVICE SUBSCRIPTION CONTRACT
GENERAL CONDITIONS

These general conditions shall constitute an integral part of Subscription Contract (hereinafter referred to as Subscription Contract) concluded between AS Haberst Infra (hereinafter referred to as Haberst) and Subscriber.

I DEFINITIONS

Subscriber – a person who has concluded a Subscription Contract with Haberst.

Subscriber's hardware – hardware belonging to or lying in the possession of Subscriber, incl. modem, computer or any other equipment for data processing, incl. transmission.

Connection point of Subscriber's hardware – point (port) in data communications network, up to which Haberst guarantees the functioning of CampusNet data transmission service.

II DESCRIPTION AND SUBSCRIPTION OF CAMPUSNET DATA TRANSMISSION SERVICE

2.1 CampusNet data transmission services (hereinafter referred to as Service or Services) shall provide the Subscriber with an opportunity to establish permanent connection with the data communications network of Tartu University and through the latter with other data communication networks together with the facility to send and receive electronic messages and a connection with the Internet.

2.2 To be able to consume the Service the hardware of Subscriber must correspond to prescribed criteria or criteria required for the consumption of Service. Appropriate software shall be installed to hardware. Haberst shall give a brochure to Subscriber after the conclusion of Subscription

Contract where the required parameters of applicable hardware and software and Service installation instructions to hardware are specified.

2.3 Haberst shall provide the Service in cooperation with Tartu University.

2.4 Service shall be activated within 7 days from the conclusion of Subscription Contract and the settlement of Subscription fee.

2.5 Subscriber shall be entitled to unilateral termination of Subscription Contract at any time by informing Haberst with a written application about it for at least 30 days in advance.

III PRICE OF SERVICE AND SETTLEMENT

3.1 Service fee is made up of the following components:

- a) Subscription fee
- b) Monthly fee

Subscriber shall pay for Service pursuant to invoice sent to him.

3.2 Tariff rates of Service and tariff rates of other related services (extra services) are specified in the price list of Haberst (www.campusnet.ee). Subscriber shall be informed of amendments of the latter with a written notice for at least one month in advance.

Subscriber is entitled to unilateral termination of Subscription Contract upon non-acceptance of amendments.

3.3 When the activation of Service appears technically unfeasible, the parties shall agree to terminate the contract, after which the subscription fee paid by Subscriber shall be returned to the latter by Haberst.

3.4 Haberst shall be entitled to terminate the provision of Service and/or unilaterally terminate Subscription Contract, if Subscriber has delayed with the settlement of payments (invoice) arising from Subscription Contract as soon as Haberst obtains that information from the Tartu Student Village (MTÜ Tartu Üliõpilasküla). Termination of the provision of service and/or Subscription Contract shall not release Subscriber from the settlement of invoice(s). Haberst shall restore the provision of service within seven (7) days from the day all arrears are settled.

3.5 Haberst shall be entitled to terminate the provision of service and/or unilaterally terminate the Subscription Contract and refuse to conclude a new subscription contract with Subscriber, if the latter violates the stipulations specified in clause 5.3 or 5.5.

IV OTHER STIPULATIONS

4.1 When Haberst installs equipment belonging to Haberst, Subscriber shall be obliged to adhere to requirements of Haberst regarding the technical condition of rooms and guarantee access of the authorised employee of Haberst to the rooms of Subscriber in the extent necessary for the performance or inspection of the performance of contractual

obligations.

4.2 Subscriber shall be obliged to make prudent use of equipment belonging to Haberst in agreement with user manual and purpose of equipment and guarantee access to the employee of Haberst for the inspection of the functioning of equipment and the maintenance or repair of the latter.

4.3 Subscriber must not repair, upgrade or alter in any other way the equipment belonging to Haberst or their installation location without prior written consent of Haberst.

4.4 The possibility to inform of malfunctions is open 24h. Information on malfunctions is available on weekdays at 9 am– 8 pm.

4.5 Haberst shall maintain and monitor the functioning of telecommunications network for 24h on all days of the week to guarantee quality provision of Services.

4.6 Subscriber shall inform immediately of any malfunctions and disturbances detected during the provision of Service by using contact information of the technical support of Haberst specified in Subscription Contract.

4.7 Haberst shall liquidate malfunctions and disturbances in the functioning of Services as quickly as possible, commencing with the work no later than within eight (8) hours.

4.8 Haberst shall liquidate malfunctions and disturbances in the functioning of Services at own cost up to Subscriber's connection point within 3 days from learning about the malfunction at the latest.

4.9 Malfunctions of lines and/or equipment belonging to Subscriber shall be liquidated or their liquidation organised by Haberst for charge upon corresponding written application a deed specifying the works performed.

4.10 Upon malfunction of the equipment of Haberst given to the possession of Subscriber Haberst shall be obliged to repair or replace the equipment at own cost unless the stipulations of clause 4.2 have been violated, in which case the equipment shall be repaired at the cost of Subscriber within a term agreed between the parties.

4.11 Haberst shall inform Subscriber for 7 days in advance of any know circumstances obstructing the provision of Services and the planned interruptions in the provision of Services.

V LIABILITY OF PARTIES

5.1 Haberst shall be liable for the functioning of Services up to Subscriber's connection point from Service activation date specified in Subscription Contract provided that the subscription fee has been settled.

5.2 Haberst shall be liable for quality provision of Services according to their regular parameters and for accurate servicing of Subscriber.

5.3 The following non-purposeful activities shall be prohibited to

- a) creation of access to unauthorized resources;
- b) use of the data, materials, software or software codes, intellectual property protected by Copyright, trademarks, professional secrets etc. located in data communication network and on data bearers connected with the latter, which use is unauthorized or the use of the latter in an unauthorized manner;
- c) unauthorized destruction, damaging or alteration of data compiled or gathered by third persons or the violation of data security in any other way;
- d) interference with the operations of other subscribers or the functioning of data communications network.

5.4 Subscriber shall bear independent liability for adherence to stipulations of the legislation of the Republic of Estonia governing copyright, protection of personal data, the use of databases and other legislation and for adherence to good practise at the use of Services, including the communication of information through data communications network.

5.5 Subscriber must not resell or transmit Services to third persons without prior written consent of Haberst unless otherwise agreed between the parties in Subscription Contract.

5.6 The information transmitted by Subscriber through data communications network is confidential and Haberst shall not send it to third persons unless explicitly otherwise stipulated by the legislation.

5.7 Subscriber shall keep the confidentiality of technological and process-related information connected with the provision of Services during the entire validity period of the contract and within one (1) calendar year from the termination of the contract.

5.8 By the act of signing Subscription Contract the Subscriber conforms that he is familiar with the computer network usage regulations of Tartu University and shall adhere to them.