

CONTENT BILLING GATEWAY COLLABORATION CONTRACT

CONTRACT NO.

(1 January 2010)

Supplier:	<i>Company name</i> XXXX	<i>Company code</i> XXXX
	<i>Address</i> XXXX	<i>Telephone number</i> XXXX
		<i>Fax number</i> XXXX
Tele2:	<i>Company name</i> UAB "Tele2"	<i>Company code</i> 111471645
	<i>Address</i> Sporto g. 7A LT-09200 Vilnius Lithuania	<i>Telephone number</i> + 370 5 2366340
		<i>Reference</i> Aida Kimantaitė

UAB "Tele2" and the Supplier have this day concluded a contract. The appendices listed below and any other appendices that will be signed by the parties in the future constitute an inseparable part of the contract.

UAB "Tele2" and the Supplier are hereafter referred to individually as "Party" or collectively as "Parties".

All prices are in litas, VAT excluded.

APPENDICES

1. Functionality and Technology
2. Access and Prices
3. Product Specification
4. Customer Service and Support
5. Rules of subscribed services provided to the clients of TELE2
6. Wholesale SMS
7. Rules for use in the service provider's operation of electronic systems intended for collection of payments from users
8. Contacts

Place Date Place Date

XXXX

UAB TELE2

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PRINCIPAL PROVISIONS

1. INTRODUCTORY STIPULATION

If the contractual documents are in any respect mutually conflicting, they will apply in the following order of priority:

1. Functionality and technology, Appendix 1
2. Access and prices, Appendix 2
3. Product specification, Appendix 3
4. Customer service and support, Appendix 4
5. Rules of subscribed services provided to the clients of TELE2 , Appendix 5
6. Wholesale SMS, Appendix 6
7. Rules for use in the service provider's operation of electronics systems intended for collection of payments from users, Appendix 7
8. Contacts, Appendix 8

2. AIM AND BACKGROUND

The aim of this contract is to regulate the forms of collaboration between UAB "Tele2" (hereinafter referred to as "Tele2") and the Supplier.

The collaboration includes making available services of informative and entertainment nature ("Services") from the Supplier to Tele2's mobile customers ("End Customers") via Tele2's Content Billing Gateway.

Tele2 is one of the leading mobile telephony operators in Lithuania, and it also offers its End Customers the possibility to receive various forms of Services via Tele2's network. Tele2's product, Content Billing Gateway (the "Product"), enables external suppliers to distribute Services to End Customers via Tele2's network.

The Supplier is the company that provides Services. The Parties have agreed on the following conditions for delivery, distribution and use of the Services provided by the Supplier and for the provision of the Product by Tele2.

The Supplier declares his intention to provide the Services in accordance with the conditions of this contract.

The joint objective of the collaboration of the Parties is to commence a business relationship in which the Parties apply professionalism and a high level of business ethics.

3. ORGANIZATION

Each of the Parties must appoint a contact person responsible for the collaboration and ongoing contact between the Parties. In addition to these persons, the parties must appoint persons in charge of customer service and technology.

The list of contacts is presented in Appendix 8.

4. OBLIGATIONS OF THE SUPPLIER

The Parties are in agreement that the Supplier's earnings are dependent on Tele2's End Customers' use of Services in accordance with Article 13.

The Supplier agrees to fulfil his obligations in accordance with this contract and appendices at all times with the required care and in an otherwise expert manner. The Supplier undertakes to rectify faults or defects caused by the Supplier at its own expense and without delay.

The Supplier is obliged to immediately inform Tele2 in writing of any problems that affect the execution of the obligations in this contract.

The Supplier undertakes to provide and maintain Services in accordance with this contract.

The Supplier undertakes to ensure that during the process of connection via the Product, the telephone number of the End Customer is properly verified to identify whether it is the number of a user of Tele2 mobile services.

The Supplier is liable to Tele2 for the Information and Entertainment Content Providers to which the Supplier provides access to the Product and/or any other infrastructure belonging to Tele2 (hereinafter – Sub-Providers). The Supplier undertakes to check the calls to the Product, which are associated with these Sub-Providers, to the greatest extent possible. Should there arise the slightest suspicion of misuse (any action conflicting the procedure for the provision of the Services laid down in this Contract or Appendixes thereof), the Supplier undertakes to block calls from the Sub-Provider that has given rise to such suspicion and inform Tele2 of it immediately.

Tele2 retains the right to deny access to the Product to any Sub-Provider if Tele2 decides that the Services of the Supplier and/or the Sub-Provider do not conform to the interests of Tele2, and the Supplier does not react to verbal warnings.

The Supplier undertakes not to bill the End Customer for Services that he/she has not ordered or to bill the End Customer at rates that do not correspond to the rates that are valid at that time and are announced to the End Customer. The Supplier is obliged to keep accounting a register of transactions approved by End Customers. It is incumbent upon the Supplier to provide Tele2 with the aforementioned accounting data without delay when and if Tele2 so requires.

At the request of Tele2, the Supplier is obliged to immediately cease the provision of Services with content that is not in line with Tele2's policy, or if Tele2 otherwise deems that the Service may offend Tele2's customers. The Supplier is responsible for immediate rectification of the situation at its own expense.

The Supplier is obliged to inform Tele2 in writing without delay of all actual or planned major changes in the management structure or business share that performs assignments of Tele2.

The Supplier must have the necessary technical equipment such as support systems and other resources for providing Services in accordance with this contract.

In the messages that are sent by the Supplier on his own behalf or on behalf of a third party, the Supplier undertakes not to market any operations that compete with Tele2's operations. These operations include operator's services related with fixed or mobile telephony, subscribed Internet services, broadband, and data network. Tele2 has the right to expand this list after notifying the Supplier of it in writing.

In the event the Supplier's own operations compete with Tele2's operations, before starting the marketing of a competing operation, the Supplier must obtain the written consent and approval of Tele2.

The Supplier undertakes not to carry out or permit others to use the Tele2 network for advertising. An exception is given to those End Customers of Tele2 who have been registered with the Supplier and have submitted written consent to receive advertising messages. Such consent will be considered valid if it has been submitted by the End Customer not later than three months before the receipt of each such message. If the Supplier does not fulfil this obligation, Tele2 has the right to terminate the contract immediately.

The Supplier is obliged to keep a register of the End Customers of Tele2 that shows which of the customers and have given their consent to receive messages and when they have given their consent. The Supplier is obligated to immediately furnish Tele2 with the register when Tele2 so requires.

The Supplier is responsible for the content of the information sent on its own behalf or on behalf of a third party. The Supplier must ensure that the information does not contradict applicable laws and must obtain the permits necessary for the provision of such information.

If not otherwise agreed upon by the Parties, the Supplier undertakes in each and every case to inform the End Customer that the End Customer has been charged, including cases when the Services were ordered only once but are being billed more than once.

Directly through Tele2's SMSC-C/MMS-CT, the Supplier undertakes to send all SMS/MMS messages that are in any way connected with the purchase, delivery or marketing of the Services.

5. OBLIGATIONS OF TELE2

Tele2 is responsible for the maintenance and operation of the mobile access network and the Product.

Tele2 charges the End Customers of Tele2 for using the Services.

Tele2 is responsible for the preparation of invoicing data that will be used by the Supplier to invoice Tele2.

6. PERMITS

Each of the Parties is responsible for obtaining and having all the necessary permits issued by authorities or other institutions.

7. TRAINING

Any training must be implemented in accordance with Appendix 4.

8. DOCUMENTS

The Supplier is responsible for the documents that concern the Services and have to be submitted to Tele2. After signing this Contract, the documents are submitted to the main contact and customer service as provided for in Appendix 8. The deadline for submitting the documents is the day the Services are delivered, however.

9. AVAILABILITY

The aim is to make the Services available 24 hours a day, 7 days a week. A reasonable time before planned maintenance work, the Parties have the right to inform the opposite party of the changes in the aforementioned work time. Planned interruptions should preferably take place at times of the day when the flows of using the service are low.

10. CHANGE IN SERVICE AND PRODUCT

The Supplier must immediately inform Tele2 of all changes that may be relevant to Tele2. In case of any material changes, Tele2 retains the right to terminate the Supplier's access to Tele2's Product and/or to any other infrastructure belonging to Tele2 and terminate the Contract without delay. Under no circumstances is the Supplier entitled to any financial compensation as a result of this.

The Supplier is obligated to inform Tele2 in writing of the partners on behalf of which the Supplier charges via the Product. Tele2 retains the right to terminate the access of any partner of the Supplier to the Product and to any other infrastructure belonging to Tele2.

Tele2 reserves the right to change the Product of Tele2. If such a change significantly affects the Supplier's provision of Services, Tele2 must inform the Supplier accordingly. Such information must be communicated to the Supplier a reasonable time prior to making such a change.

11. SECURITY

The Supplier is responsible for preventing the hacking of their own systems used for the provision of Services and communication with the systems of Tele2 according to this contract. The Supplier is responsible for the reliability of information being sent to Tele2 and the End Customers of Tele2.

The Parties are responsible for informing each other without delay of any suspicion or detection of illegal hacking of their own server in the parts that are connected with the provision of the Services mentioned in this contract. In the event of any such suspicion or detection, both of the Parties shall be responsible for blocking the use of the Services in question.

12. CUSTOMER SERVICE AND SUPPORT

Customer Service is provided in accordance with Appendix 4.

13. REMUNERATION

The Supplier must be remunerated in accordance with Appendix 2.

Tele2 cannot be held liable for the compensation of the loss of income that resulted from technical disturbances.

Tele2 independently decides what price framework, i.e. the highest and lowest price, will apply to the End Customers of Tele2. The price framework is established in accordance with Appendix 3, and other price-related conditions are established in accordance with Appendix 2.

Tele2 must be remunerated for the provision of the possibility to use the Product as specified in Appendix 2.

14. PAYMENT

Payments must be made not later than thirty (30) days after receipt of the invoice. If payment is made after the due date, a penalty of 0.01 percent for each overdue day will be charged.

15. INVOICING

Invoicing will take place on a monthly basis.

An invoice must include the following:

- contract number
- Tele2 / Supplier's information
- specification
- registration number and VAT code

Tele2 should receive a final invoice not later than 3 months after the expiry of the contract.

If the Supplier submits an invoice to Tele2 at the expiry of more than 90 calendar days after the end of the accounting period, Tele2 shall reserve the right not to settle against such invoice.

16. OWNERSHIP RIGHTS AND OTHER RIGHTS

Ownership and other rights related with the Services provided by the Supplier under this contract accrue exclusively and entirely to the Supplier. The same applies to immaterial rights such as copyright and patent rights with regard to the Service.

Under this contract, the Parties obtain neither the right to the other Party's brand nor any other immaterial right.

17. MARKETING

Tele2 reserves the right to market individual Services or individual Suppliers. Tele2 is not entitled to charge for any such marketing.

In the event of any joint marketing, a separate agreement must be made between the Parties and appended to this contract.

The Supplier is not entitled to use Tele2's trade name, brand, or other distinctive feature for marketing or similar activities without written consent. If this occurs, the Supplier must compensate Tele2 for any costs incurred by Tele2 in this respect.

18. INFRINGEMENT

The Supplier should ensure that the Services provided do not violate or infringe upon a third party's rights, e.g. patent rights, brand rights, design rights, or copyright. If claims for the compensation of damage that resulted from the violation or infringement of patent rights, brand rights, design rights, or copyright of another entity are made against Tele2, the Supplier must compensate all such damage sustained by Tele2. In such a case, the Supplier must also cover all possible costs of Tele2, e.g. damages imposed by the court, damages that Tele2 pays as a result of settlement, and attorneys' fees. The Supplier's obligation relating to this point applies only on the conditions that within a reasonable term, Tele2 informs the Supplier in writing about all the claims received or a lawsuit, that the Supplier is allowed to decide on the defence in the lawsuit, and that Tele2 cannot make any agreements without the Supplier's approval.

19. CUSTOMER INFORMATION

Tele2 has the right of ownership regarding customer information, e.g. name, e-mail address, and telephone number, which the Supplier may receive as a result of collaboration under this contract. After the expiry of the contract, regardless of the reason for the termination, the Supplier must return all customer information to Tele2, or, if Tele2 so requests, destroy customer information and issue proof of such destruction.

The Supplier may use customer information or parts thereof only for the implementation of obligations assumed under this contract.

In other cases, during the contractual period and after the expiry of the contract, the Supplier has no entitlement at all to use, store, copy, and/or transfer customer information or parts thereof without the prior written consent of Tele2.

If the Supplier uses, copies, and/or transfers customer information or parts thereof without the written consent of Tele2 or does not return/destroy this information, the Supplier must pay Tele2 a fine of TEN THOUSAND (10,000) LITAS for each item of customer information or part thereof and for each case of such use or transfer of information. Furthermore, Tele2 is entitled to immediate termination of the contract.

Any fine paid will not be deducted from the amount of damages.

Payment of the fine does not affect the right of Tele2 to demand compensation for damages and/or impose other sanctions as a result of breach of contract.

This article will continue to apply even after the expiry of the contract.

20. SERVICE PROVISION REGULATIONS

The Supplier undertakes to comply with the rules of service provision of Tele2 with regard to the Services.

21. AMENDMENTS AND SUPPLEMENTATIONS

Having started the provision of each new service, the price of which exceeds LTL 10 (including VAT), the Provider promptly informs Tele2's contact person of this at the e-mail address agreed on.

22. CONTRACTUAL PERIOD

The contract is effective until it is terminated. The termination notice period may not be less than 1 month before the termination day.

23. LIMITATION OF LIABILITY

The financial liability of a Party is limited to material liability. Financial liability of a Party includes only compensation for direct losses and regardless of the nature of damage incurred during the contractual period shall not exceed the pre-agreed amount – the average remuneration paid by Tele2 to the Supplier over three calendar months before the month of infringement. The limitation on the amount of compensation shall not be applicable in the circumstances referred to in clause 18 hereof.

24. CONFIDENTIALITY AND THE OBLIGATION TO OBSERVE SECRECY

During the contractual period or thereafter, a Party should not without the written consent of the other Party transfer to a third party information that is related with this contract or the internal situation of the other Party, with the exception of information that is necessary for the implementation of obligations under this contract or is to be provided according to law or other legal act or decree of authority adopted in accordance with a legal act.

The Parties must ensure that their employees or other people who may have access to such information observed the requirements stipulated herein.

The confidentiality requirement does not apply to any information that a Party can prove is or was generally known in a manner other than through violation of the obligation of confidentiality specified in this Article. Neither does the confidentiality requirement apply to any information of which a Party can prove that it was aware before receiving it from the other Party.

This Article will continue to apply even after the expiry of the contract.

25. TRANSFER OF THE CONTRACT

The Supplier's right and responsibilities under this contract and related Services may be transferred to another person only with a written consent of Tele2.

26. FORCE MAJEURE

A Party is released from the liability to compensate for damages and from other sanctions if the implementation of a certain obligation becomes impossible or significantly obstructed by a circumstance that cannot be controlled and predicted by the Party. Examples of such circumstances include labour conflict, lightning, fire, decrees of authorities or other legal decisions, faults in the network of another operator, general disturbances in transport or supply of goods or energy, and other similar circumstances.

27. OBLIGATION TO ISSUE NOTIFICATION

The Supplier must immediately inform Tele2 in writing of any possible or current delay in the provision of information.

In the event of force majeure, the Supplier must notify Tele2 without delay.

28. MESSAGES

Messages sent by post will be deemed to have reached the recipient on the 5th day after being sent. Messages by telefax or electronic mail that are sent during normal business hours will be deemed to have reached the recipient at the same time as they are sent. Messages by telefax that are sent outside normal business hours will be deemed to have reached the recipient on the following business day.

29. REMOVAL OF SERVICE

At any moment during the contractual period, Tele2 has the right to cancel access to the product of Tele2 in accordance with the points of the contract that define the conditions for such cancellation. Under no circumstances can the Supplier claim any compensation for such cancellation.

30. PREMATURE EXPIRY

If it is established that the Services or the procedure of providing the Services is not in compliance with the provisions of the Agreement, Tele2 is entitled to terminate the Agreement. This provision applies even when the violations are associated with only one of the Services being provided by the Provider.

If a Party is guilty of a substantial breach of the contract and takes no measures to rectify the situation when such rectification is possible, within 10 days after the warning by the other Party about the necessity to take measures to rectify the situation and about the termination of the contract, the Party that presented the warning has the right to terminate the contract immediately upon written notice.

In cases when faults or defects in the operation of the Services are detected, Tele2 is entitled to demand urgent rectification of all such faults. If despite being pointed out, the faults or defects remain for more than 24 hours, Tele2 has the right to change payment conditions for the period of faults or defects if payment has already been made and/or to switch off the Services until the faults or defects are rectified. If Tele2 determines that the Supplier will not be able to rectify faults or defects within a reasonable time, Tele2 has the right to terminate the contract immediately.

Tele2 has the right to terminate a contract that has entered into effect within 3 days if the implementation of the contract is substantially prevented by force majeure or if the obligations under the contract and its specifications cannot be implemented for other reasons.

Tele2 has the right to immediately terminate a contract that has entered into effect if there are substantial changes in the ownership structure or business share of the Supplier and those changes are related with the fulfilment of obligations to Tele2.

If the Supplier does not observe the service provision regulations of Tele2, Tele2 has the right to terminate the contract and cancel the provision of Services immediately.

Any of the Parties also has the right to terminate the contract immediately if the other Party has stopped payments, commenced reorganization, is under liquidation or bankrupt, or is showing any other clear signs of insolvency.

The termination notice must be in writing.

If Tele2 decides to terminate the contract because the Supplier breaches contractual obligations, the latter will not have the right to claim any financial compensation after termination of the contract.

31. APPLICABLE LAW

For this contract, the laws of the Republic of Lithuania apply.

32. DISPUTES

Disputes regarding interpretation and application of this contract and legal circumstances in connection with it will ultimately be settled by a court in Vilnius in accordance with the laws of the Republic of Lithuania.

33. INVALIDITY OF OTHER AGREEMENTS SIGNED BETWEEN THE PARTIES

Upon signing of this Contract by the Parties, the Agreements signed by the Parties and listed hereinbelow shall lose their effect:

1. Collaboration Contract on the Accounting of Content Services signed on 13 May 2008

2. Collaboration Contract on the Accounting of Content Services, Appendix 6 signed on 30 July 2008.

PARTIES TO THE CONTRACT

UAB “Tele2”

Sporto str. 7A, LT-09200 Vilnius, Lithuania
Acc. No. LT41 7044 0600 0122 3597
SEB bank, Bank code 70440
VAT payer’s identifier LT114716417
Company code 111471645

Petras Masiulis
General Manager

(signature) L.S.

UAB XXXXXXXX

Address
Acc. No. LT
Bank, Bank code
VAT payer’s identifier LT
Company code

Name, surname
Position

(signature) L.S.

APPENDIX 1. FUNCTIONALITY AND TECHNOLOGY

1. INTRODUCTION

The aim of this document is to describe the technical solution available for connection to Tele2 billing gateway.

2. ACCESS

2.1 Short Messaging Service Centre (hereinafter - SMS-C)

Access to Tele2's SMS-C is provided via the Internet. The Supplier provides an IP number for the equipment, which is to have access to SMS-C. Tele2 opens for access for this IP number, as well as issuing to the Supplier a login ID and password for the SMS-C.

2.2 Multimedia Messaging Service Centre (hereinafter - MMS-C)

Access to Tele2's MMS-C is provided via the Internet. The Supplier provides an IP number and Mail Domain for the equipment, which is to have access to MMS-C. Tele2 opens for access for this IP number as well as issuing to the Supplier a login ID and password for the MMS-C.

The technical specification for the interface between Supplier and Tele2 is described in the document "Tele2 MMS Interoperability Description – Content Provider".

3. IP-NUMBER AND MAILDOMAIN

3.1 CBG

Upon signing the Content Billing Gateway Collaborative Contract (hereinafter - the Contract), the Supplier shall provide an IP number for the equipment, which is to be given, access to Tele2's Product (Content Billing Gateway).

Machine	IP number
Main	
Back-up	

3.2 SMS-C

Upon signing the Contract, the Supplier shall provide an IP number for the equipment which is to be given access to Tele2's SMS-C.

Machine	IP number
Main	
Back-up	

3.3 MMS-C

Upon signing the Contract, the Supplier shall provide an IP number for the equipment which is to be given access to Tele2's MMS-C.

Machine	IP number
Main	

Back-up	
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Maildomain	
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4. INVOICING DATA

The Supplier shall be in receipt from Tele2 of data on the reported income generated per one calendar month at the latest by the tenth (10th) day of each month, and this data shall refer to the previous calendar month.

UAB “Tele2”

UAB “XXXXXXXX”

(signature) L.S.

(signature) L.S.

APPENDIX 2. ACCESS AND PRICES

1. REMUNERATION

If Tele2 terminates the Agreement as a result of violations of the Agreement committed by the Provider, Tele2 is entitled not to pay any remuneration to the Provider. Tele2 may not refuse to remunerate the Provider if the refusal to remunerate is not properly substantiated, however.

The maximum amount the Supplier is allowed to bill the End Customer of Tele2 in a 30-day period is 100 (one hundred) litas. No transaction exceeding this amount will be compensated by Tele2. Tele2 can also terminate the contract if the Supplier repeatedly submits invoices for transactions above the aforementioned amount.

If it is established that the Services or the procedure of providing the Services is not in compliance with the provisions of the Agreement, Tele2 is entitled to terminate the Agreement. This provision applies even when the violations are associated with only one of the Services being provided by the Provider.

The price of the Service purchased by End Users does not include any fees for data transfer.

Table 1. Renumeration model for SMS , MMS, and mobile internet on telephone (WAP)

Remunerati on model	VAT established by authorities	Fixed price for an outgoing SMS / MMS (LTL, VAT excluded)	Net income distribution model if the total amount is up to 30,000 LTL per month, VAT included		Net income distribution model if the total amount is more than 30,000 LTL per month, VAT included	
			Share of Net Income of Tele2	Share of Net Income of the Supplier	Share of Net Income of Tele2	Share of Net Income of the Supplier
SMS messages	VAT	0.13	50%	50%	40%	60%
MMS messages	VAT	0.34	50%	50%	40%	60%
WAP / Internet	VAT	-	50%	50%	40%	60%

2. The remuneration received by the Provider for the Services provided to Tele2's End Users are adjusted in consideration of the actual payments made by Tele2's End Users for the Provider's Services, i.e.:

A) at the end of a reporting period (calendar month), the Provider issues Tele2 an invoice that is paid by Tele2 according to the procedure stipulated in the Agreement;

B) six months after the relevant reporting period provided for in sub-item A, Tele2 performs a review of payment-related data, prepared according to Tele2 statistics, i.e. establishes the total amount payable by Tele2's End Users for the relevant reporting period (hereinafter referred to as the Adjusted Amount) and presents this data to the Provider in writing or by e-mail;

C) following the establishment of the Adjusted Amount payable by the Provider upon completion of the data adjustment referred to in sub-item B, Tele2 issues the Provider an invoice for payment of the Adjusted Amount. The invoice must be paid by the Provider not later than 30 days after the date the invoice is issued. If the Provider fails to pay the aforementioned invoice within the set deadline, Tele2 is entitled to withdraw the Adjusted Amount payable by the Provider from the next amount payable by Tele2 to the Provider for the services under the cooperation agreement finalised by the Parties.

3. PRICES

3.1 ACCESS TO THE PRODUCT OF TELE2:

Connection to the product of Tele2 (access to CBG and SMS-C):
One-time fee of 2,500 LTL + VAT.

Connection to the product of Tele2 (access to MMS-C):
One-time fee of 2,500 LTL + VAT.

3.2 CONNECTION TO SMS-C and CBG of TELE2:

500 LTL + VAT per month for each short number assigned to the Supplier.

500 LTL + VAT per month for administrative work if the Supplier does not have any short numbers.

3.3 CONNECTION TO MMS-C of TELE2:

500 LTL + VAT per month for each short number assigned to the Supplier.

500 LTL + VAT per month for administrative work if the Supplier does not have any short numbers.

3.4 CHANGE OF CONNECTED IP ADDRESS

Fee for changing connected IP address: 300 LTL.

4. SHORT NUMBERS

The short numbers covered by this contract are listed below.

Short Numbers
xxxx

(signature) L.S.

(signature) L.S.

APPENDIX 3. PRODUCT SPECIFICATION

1. INTRODUCTION

The aim of this document is to describe the product of Tele2 (Content Billing Gateway) that is provided to the Supplier according to this contract.

2. SPECIFICATION

The Product makes it possible for the Supplier to sell the content to End Customers. The Product also allows sending text messages from the Supplier to End Customers without the End Customer paying for it. In this case, the Supplier pays an agreed price per message sent in accordance with Appendix 2.

In cases in which the End Customer cannot be reached by SMS, e.g. in the event of insufficient coverage, or in cases in which the End Customer has his telephone switched off, etc., retransmission will take place for a maximum of 24 hours.

The short number that is booked with Tele2 is also reserved with other Lithuanian mobile operators. But, for the service to also work with other operators, the Supplier must also have a contract with those operators. When subscribers of other operators use the service, all invoicing is handled by those operators.

Tele2 short numbers can be reserved for the number series 13**-16**. The same short number can be used for both MMS and SMS services. A short number reserved by one Supplier for one access cannot be reserved by another Supplier for another access.

Using the Product, the Supplier can use the same short number irrespective of the End Customer price of the Service. This however may not be supported by other operators; the Supplier must therefore have different short numbers for different price classes.

3. PRICES

The Supplier establishes the Service price for the End Customer within the price framework set by Tele2. The price framework for the End Customer is from 0.30 LTL to 12 LTL (VAT included) per transaction.

4. CAPACITY

To ensure that the Supplier has sufficient technical capacity to properly implement the Contract during the contractual period, the Supplier not later than the last working day of each month must provide Tele2 with the forecasts of the Supplier's SMS/MMS traffic for the coming three (3) months.

The forecasts must contain information about the expected number of SMS/MMS received and sent in a month. It is incumbent upon the Supplier to ensure that the forecasts are not substantially exceeded. The Supplier is aware that Tele2 is not responsible for SMS/MMS that have not reached the End Customer because the Supplier has exceeded the forecasts, resulting in the insufficient technical capacity of Tele2.

The Supplier presents its forecasts to Tele 2 by e-mail. The addressee at Tele2 must be the product manager for SMS/MMS or a person appointed for that task.

The Supplier may send a maximum of five (5) SMSs or MMSs per second. Higher volumes must be negotiated separately.

5. OTHER

The Supplier is only entitled to send SMS/MMS, etc. to End Customers whose telephone number starts with the country code 370 (according to the international numbering plan).

The Supplier is aware that delayed delivery of SMS/MMS may occur, especially in the event of high loads in the network of Tele2 and that Tele2 may not be held responsible for such delay.

Tele2 can restrict the maximum number of SMS/MMS that the Supplier can send during a specified period.

If the Supplier from the Content Billing Gateway receives the error code “The Customer Does Not Exist” or “The Customer Does Not Exist in IN-node”, the Supplier is obliged to remove the A-number of that End Customer from all existing customer databases.

UAB “Tele2”

UAB “XXXXXXXX”

(signature) L.S.

(signature) L.S.

APPENDIX 4. CUSTOMER SERVICE AND SUPPORT

1. INTRODUCTION

The aim of this document is to describe customer service and support for Services.

2. CUSTOMER SUPPORT

2.1 TELE2

Tele2 is responsible for providing telephone support for the end customer with regard to Tele2-related technical matters (access support). This takes place during normal opening hours (weekdays 7 a.m. – 11 p.m. and weekends 7 a.m. – 11 p.m.) for Tele2 Customer Service.

For Services, the support is restricted to questions regarding connection to Services.

2.2 THE SUPPLIER

In all marketing and advertising of the Services, the Supplier is obliged to show the End Customer price very clearly, as well as the Support e-mail address and the sender of the Service.

Neither Tele2's trade name, brand nor any other distinctive mark or trademark may be shown in marketing or advertising to the End Customer unless special permission has been granted by Tele2 to do so. As part of billing information, Tele2 may be mentioned, but Tele2's brand may not be used. It shall be made as clear as possible that Tele2 is not the sender of the Service.

The Supplier undertakes to provide e-mail and telephone support free of charge to the End Customer on all issues related to the use of Services.

The Supplier undertakes to be responsible for and take action on End Customer enquiries within one (1) day of receipt of an End Customer enquiry.

The Supplier undertakes to be responsible for and take action on Tele2 enquiries within one (1) day of receipt of a Tele2 enquiry:

- The Supplier undertakes to react to a Tele2 enquiry within one business day by sending a reply at the e-mail address indicated under the customer service contacts in Appendix 8.
- A user's complaint must be dealt with within one week, otherwise Tele2 shall automatically compensate the user for the damage incurred in relation to the Supplier. Tele2 shall deduct the sum paid in the form of the said compensation from the sum indicated in the Supplier's monthly reconciliation deed in line with the net income sharing model provided for in Appendix 2 to the contract. In cases when users are paid compensation, the client service fee amounting to 15 LTL per complaint shall be imposed on the Supplier.

If the Supplier fails to comply with these undertakings, Tele2 retains the right to cancel the contract with immediate effect and demand compensation for costs that Tele2 has consequently incurred.

3. DISTRIBUTION OF EXPENSES AND RESPONSIBILITY

When Tele2 has implemented the process of continuously distributing expenses for support for the Service in question, the parties shall commence discussions regarding the distribution of expenses and responsibility with the aim of agreeing on and concluding a respective agreement.

UAB “Tele2”

UAB “XXXXXXXX”

(signature) L.S.

(signature) L.S.

APPENDIX 5. RULES OF SUBSCRIBED SERVICES PROVIDED TO THE CLIENTS OF TELE2

1. INTRODUCTION OF SERVICE TO THE USER

The user ordering a subscribed service has to be provided with clear information about the conditions and rates of the service.

The provision of the service will be considered correct if the service satisfies the following requirements for the provision of information:

1.1 Requirements for information on TV or internet:

- a) The text about the service has to be written horizontally and clearly. The rules of the service have to be formulated in a simple and understandable manner.
- b) The font size of the text has to be readable.
- c) The service price rates and the term have to be displayed next to the short number of the service and must be of the same size and style as the short number, name of service, and web or WAP address of the service.
- d) The duration of the demonstration of the service price should be the same as that of the demonstration of the short number of the service.
- e) The price of the service should be in numerals.
- f) The service should be identified as a subscribed service by putting the word SUBSCRIPTION before the short number of the service.

1.2. Requirements for information outdoors, in the press, or in other printed media:

- a) The text about the service has to be written horizontally and clearly. The rules or subject matter of the service must be formulated in a simple and understandable manner.
- b) The font size of the text has to be readable.
- c) The service price and term have to be displayed next to the advertised service and must be the same size and style as the short number.
- d) Minimum area covered by the service information has to be not less than 10% of the total size of the model.
- e) The price of the service should be in numerals.
- f) The service should be identified as a subscribed service by putting the word SUBSCRIPTION before the short number of the service.

Requirements for radio or other types of audio media:

The service has to be clearly defined. The service rates should be indicated in an understandable manner and clearly identified as subscribed services.

2. INFORMING THE USER ABOUT THE SERVICE

The user must be provided with understandable and full information via the communication channel, specifying:

- a) that the service is of a subscribed type;
- b) the price for ordering and extending a service (e.g. price of a SMS message to order a service—LTL 0.15, service price—LTL 3/week);
- c) the frequency of the automatic renewal of a subscription: daily/weekly/monthly/until the user's refusal or expiry of the subscription term;
- d) term of validity of subscription until its next active extension (3 months);
- e) the manner in which the service can be ordered or cancelled;
- f) the service provider's client support number, website, and name of company providing the service;
- g) description or content of the service that the customer is going to order.

3. ORDERING THE SERVICE

The service provider may offer the user the following ways to order the service:

- 3.1. SMS: after being familiarized with the information correctly provided in the press or any other information channel, the user sends an SMS message as specified in the instruction to order the service. After ordering the service successfully, the beneficiary of the service receives a feedback SMS message with information about the successfully ordered service and the main conditions thereof: name, rates, client support number, and link to the service website.

Sample feedback SMS message:

"You subscribed to the service '*name of service*'. The price of the service is 'X' LTL for 'Y' days. For more information, see www.paslauga.lt (wap.paslauga.lt) or call xxxxxxxx."

- 3.1.1 Model subscription rules via SMS, which are available on the internet:

Rates and payment

- Subscription to "*name of service*" is available at a special charge. If you would like to subscribe to "*name of service*", send an SMS message to XXXX with the keyword YYYY. The price of the message is Z litas.
- The subscription fee is automatically charged every X days. The subscription charge is X litas for Y days.

Cancellation of subscription to a service:

- The user can cancel a subscription to a service at any time by sending a SMS message to xxxxxx with the keyword YYYY. The price for cancelling a subscription to a service is 0.30 LTL.

- The subscription term is 3 months. After the expiry of this term, the service has to be ordered again. You will be informed about that by a free SMS message.
- 3.2. WAP. The mobile service website must contain a section entitled “Rules” that clearly defines the rules of the service and contains information about the service provider, how to order and cancel the service, and number and e-mail of the client support centre. A user willing to order a service must click on the link “I have familiarized myself with the rules and would like to subscribe to the service”. When the user clicks on the link, the order for the service is registered. Having ordered the service successfully, the beneficiary of the service receives a feedback SMS message with information about the successfully ordered service and the main conditions thereof: name, rates, client support number, and link to the service website.

Sample feedback SMS message:

“You subscribed to the service ‘*name of service*’. The price of the service is ‘X’ LTL for ‘Y’ days. For more information, see www.paslauga.lt (wap.paslauga.lt) or call 852xxxxxx.”

3.2.1. Model rules of subscribed WAP services:

FRONT PAGE OF THE SERVICE	RULES OF THE SERVICE
<p>PRODUCT</p> <p><u>Rules</u> <u>Help</u> <u>Cancel subscription</u></p>	<p>RULES</p> <p><u>I agree with the rules and would like to become a subscriber</u></p> <p>SERVICE Description of the service</p> <p>PRICES It is a subscribed service. The subscription fee is X LTL for 5 days. The subscription fee is billed automatically by informing the subscriber with a free SMS message.</p> <p>CANCELLATION OF THE SERVICE You can cancel the subscription on the front page or here by clicking <u>cancel subscription</u>.</p> <p>SUBSCRIPTION TERM For <u>TELE2 users</u>, the subscription term is 3 months. After the expiry of this term, the service has to be ordered again.</p> <p><u>I agree with the rules and would like to become a subscriber</u></p>

The service provider can also provide additional information, which is not presented here, related to the service provided.

All information in paragraphs 3.1.1 and 3.2.1 has to be presented to the users of the services.

4. CANCELLATION OF THE SERVICE AND INFORMATION ABOUT THE SERVICE

The beneficiary of the service should be provided with the following possibilities to cancel a subscription to the service:

- a) To send an SMS message with the word “STOP”. In this case, the provision of all subscribed services provided under that number will be cancelled;
- b) To send an SMS message with the word “STOPPASLAUGA” (where STOPPASLAUGA is a keyword directly related with the name of the provided service). In this case, the provision of a specific service will be cancelled;
- c) The price of the “STOP” SMS message cannot exceed 0.30 LTL;
- d) Cancellation of subscription in the WAP system should be free.
- e) In the case of the WAP service, to cancel a subscription through the WAP system. The reference for cancellation should be provided on the front page of the service;
- f) The service provider should guarantee the possibility for the user to cancel a service without any restrictions;
- g) The beneficiary of a service, having sent an SMS message with a question mark (?), should receive information about the service(s) he/she ordered by the number sent. The maximum price of the SMS query cannot exceed 0.30 LTL. The answer received by the user should contain the service name, price, and web or WAP source (web link) for more information about the service. If the description of services exceeds the length of one SMS message, the user should be sent as many messages as is necessary to provide him/her with full information. All additional SMS messages should be sent to the user free of charge.

5. CONTINUATION OF A SUBSCRIBED SERVICE

- 5.1. After each transaction involving the extension of a subscribed service, the user should be informed by SMS-MT in the following format (where STOPPASLAUGA is a keyword directly related with the name of the provided service).

For internet and mobile internet services and clubs

You have been charged X LTL for your subscription to the service “*name of service*”. The subscription price is X LTL for Y days. To cancel the service, send STOPPASLAUGA to XXXX, tel. YYYYYY.

For SMS services (e.g. weather forecasts, horoscopes, exchange rates)

You have been charged X LTL for your subscription to the service “*name of service*”. The price of one SMS message is X LTL. To cancel the service, send STOPPASLAUGA to XXXX, tel. YYYYYY.

For publications

You have been charged X LTL for your subscription to the publication “*name of service*”. The subscription price is X LTL per month. To cancel the service, send STOPPASLAUGA to XXXX, tel. YYYYYY,

- 5.2. Free messages about the extension of subscriptions are sent to users from 10 a.m. till 8 p.m. daily.
- 5.3. The user who has ordered more than one service should receive a separate SMS message for each subscribed service.
- 5.4. Period and method of billing for a subscribed service:
 - a) It is allowed to bill the user of a subscribed service only for the upcoming subscription period. This means that if the user was active during the first week of the subscribed service and during the second week he/she becomes inactive because of insufficient balance, after refilling his/her account on the third week, he/she may be charged only for the third week (because he/she did not use the service during the second week). If required, the partner can limit provision of services to the user after the first unsuccessful billing.
 - b) A subscriber cannot be charged for more than one subscription period in advance, i.e. if a subscription is weekly, the user can be charged only for the current week.
 - c) Subscribers can be charged only the full amount of the subscription charge, i.e. if the service price is 10 LTL, the payment transaction should be 10 LTL and not two transactions for 5 LTL.

6. RESTRICTIONS ON THE PROVISION OF SUBSCRIBED SERVICES

The subscribed services cannot be provided if the service provider:

- a) does not have or cannot use a short number (because it is the only way to extend the use of the service or to inform the beneficiary about the service);
- b) does not have a web or WAP address where full information about the subscribed service and the cancellation of the service is provided;
- c) does not have an e-mail address and telephone number of a client support centre on business days at business hours;
- d) is not able to respond to a customer's query in 1 (one) business day and settle the matter in 3 (three) business days after the receipt of the query if such settlement depends exclusively upon the service provider.

7. RESPONDING TO QUERIES

- 7.1. The service provider should respond to a customer's query in 1 (one) business day and settle the matter in 3 (three) business days after the receipt of the query.
- 7.2. If the service is provided incorrectly (does not satisfy at least one of the conditions established in the rules) and TELE2 notifies the service provider of it, the service provider should correct the service in 1 business day so that it complies with all requirements specified in the contract or switch off the improperly functioning service and stop the billing process. If the service provider violates this obligation, TELE2 has the right to deprive the service provider of access to CBG. If the service provider cancels the provision of incorrect services or TELE2 restricts the access of the service

provider to CBG, the service provider can in no circumstances demand compensation for losses from TELE2.

8. VALIDITY OF SUBSCRIBED SERVICE

- 8.1. The subscribed service has a terminative term of automatic continuation after which the user has to confirm the order of a subscribed service again by sending an SMS message or via WAP. The subscription term is 1 year for publications and 3 months for other services and clubs.

After the expiry of the subscription term, the service provider cancels the subscription and informs the user by sending a free SMS message:

For internet and mobile internet services and clubs

Your subscription to “*name of service*” has expired. To renew this subscription, send an SMS message to YYYYYY.

Your subscription to “*name of service*” has expired. The subscription price is X LTL for Y days. To renew this subscription, visit wap.xxxx.lt.

For SMS services (e.g. weather forecasts, horoscopes, exchange rates)

Your subscription to “*name of service*” has expired. To renew this subscription, send an SMS message to YYYYYY.

For publications

Your subscription to “*name of service*” has expired. The subscription price is X LTL for Y days. To renew this subscription, visit wap.xxxx.lt.

- 8.2. If the service provider cannot bill the user of subscribed services (because the telephone is switched off or unreachable, the pre-payment card is empty, or for any other reasons), the service provider, after the first unsuccessful billing, can try to bill the user for 5 successive calendar days and continue provision of the service. If the content provider in CBG specification sees a system message saying that the billing attempt should be terminated, the content provider should terminate the attempt immediately.
- 8.3. If the beneficiary of services cannot be billed for 5 successive days, the content provider should terminate the billing attempts, consider that the user has terminated the subscription himself, and terminate the provision of the service to the user.
- 8.4. If the user has subscribed to a WAP service but has not used the service for three service extension periods, the service provider should cancel the subscription of the user by informing the user as specified in point 8a (after the expiry of the subscription term). This requirement comes into effect on 1 February 2009.

9. INFORMATION STORAGE

- 9.1. At the operator’s request, the service provider must submit the following information about the transaction that was executed for the subscribed service:

- user log (e.g., WAP/WAP link or direct access);
- MSISDN;
- the manner MSISDN was obtained (e.g., HTTP-cookie or using TRANSLATEIP);
- full date and time of MSISDN transactions, specifying the time zone (e.g., GMT+2h);
- when an IP address was used to obtain MSISDN (e.g. via TRANSLATEIP) on IP.

9.2. Information about the subscribed service being ordered must be stored for 1 (one) year.

10. SERVICE DESCRIPTION IN THE TRANSACTION (the parameter “service description”—according to technical specification provided by Tele2).

Each transaction should contain the following parameters in the following order of priority:

1. short number (if subscription service is provided through short number)
2. partner’s name;
3. the word “PRE”—if it is a subscribed service;
4. name of service or transaction (what is being charged for);
5. the service price (if possible) (additional important information to be presented to the client).

Sample “Content description”:

1679 partner PRE wap.paslauga.lt subscription fee 3 LTL/5 days (in case of subscription)

or

1679 partner wap.paslauga.lt content (in case of a piece-rate purchasing).

11. INFORMATION COMMUNICATED BY THE SERVICE PROVIDER TO REGISTERED SUBSCRIBERS

11.1. The service provider may encourage users to use the service by sending them information via SMS if:

- a) the user has agreed to receive SMS messages;
- b) the service provider has new information that might be interesting to the user;
- c) the user receives SMS messages free of charge;
- d) the user has an option to unsubscribe from SMS information.

11.2. Such communication may not exceed two SMS messages per month.

11.3. At the request of Tele2, the service provider must stop such communication.

12. START OF SUBSCRIBED SERVICE AND CHANGE OF SUBSCRIPTION CONDITIONS

- 12.1. The provision of a subscription service to Tele2 users can be started only after notifying Tele2 to that effect and obtaining the written or electronic approval of Tele2 to provide the service.
- 12.2. By agreement of the parties, Tele2 will receive all information related to the provisions set forth in this document and prove that the service provider observes these provisions.
- 12.3. Changes in any conditions of the subscribed services that are related to pricing or terms will be considered the start of a new subscription, meaning that such changes may be introduced only upon prior approval of Tele2.
- 12.4. Tele2 undertakes to answer to the service provider if permission for a subscribed service is given within 3 business days.

13. SERVICE STATISTICS

- 13.1. The operator must be provided with the following information about each subscribed service on a monthly basis (unless agreed otherwise). The information should be presented in the form given below:

Table No. 1

Name of service	January	February	March	April
Gross income (from the operator and from the partner) (from the user VAT included)				
Income from extended subscription (VAT included)				
Total number of registered users of the service				
Total number of active users of the service				
% of active users in the total number of registered users				
Active user's ARPU				
Registered user's ARPU				
Number of new users per month				
Number of new active users per month				
Number of unsubscribed users per month				

- 13.2. Concepts in Table No. 1:

Registered users of the service—all registered users whose subscription has not been cancelled.

Active users of the service—all successfully billed registered users.

% of active users in the total number of registered users—percentage of active users in the total number of registered users.

Active user's ARPU—average amount of money spent by an active user.

Registered user's ARPU—average amount of money spent by a registered user.

13.3. The Service Provider must provide a statement of services each month. The statement must include the following parameters:

- **billing_type** – type of payment (wap, sms, pre);
- **price** – payment amount;
- **phone** – telephone number of a paid user MSISDN;
- **date_start** – date and time of the beginning of the payment period;
- **date_end** – date and time of the end of the payment period;
- **status** – payment status (0 – y error, 1 – successful);
- **error** – Tele2 system error code and description (if the payment contains an error);
- **transaction_id** – the identification number of a transaction in the operator's system;

14. TYPES OF SUBSCRIPTIONS

Subscribed services are divided into the following types:

- a) Definite term - services with a clearly defined term for the extension of a subscription (daily, weekly, or monthly).
- b) Indefinite term - subscribed services provided irregularly depending upon circumstances (reminders, horoscopes of certain days, warnings, etc.).
- c) Information or content - services for which information is sent in a paid SMS message (regular horoscopes, weather forecasts, etc.).

For all types of subscribed services, the same rules specified in this appendix apply. If one SMS message is not enough to include all the required information, an additional SMS message should be sent with all the information specified in point 5.1.

15. PENALTIES

- 15.1. If the End Customer has been charged for the content or service, which has not been ordered, the Content Provider shall be warned for the first time. If the infringement is repeated, the Operator shall have the right to terminate the Contract with the Supplier unilaterally.
- 15.2. The operator has the right to unilaterally discontinue the provision of the service or to terminate the agreement concluded with the service provider if the service provider:
 - illegally or incorrectly charges the user;
 - provides misleading, wrong or incorrect information about the provided service;
 - fails to respond and solve the problems of the beneficiaries of the service in a reasonable length of time;

- violates the rules for the provision of subscribed services defined herein.

16. VALIDITY OF RULES FOR THE PROVISION OF SUBSCRIBED SERVICES

- 16.1 The rules come into effect on the day they are announced to the service provider.
- 16.2 Tele2 has right to change the rules at its own discretion by notifying the service provider by electronic mail and/or in writing. If the change in the rules has a significant influence on the provision of services, the provider should be notified a reasonable term before the change in the rules comes into effect.

UAB “Tele2”

UAB “XXXXXXXX”

(signature) L.S.

(signature) L.S.

APPENDIX 6. WHOLESALE SMS MESSAGES

1. WHOLESALE SMS MESSAGES

Wholesale SMS messages are bulk SMS messages sent in large quantities to a wide circle of users in Lithuania.

This type of messages can be sent by all partners who have appropriate connections and observe the general principles of sending SMS.

The partner sending wholesale SMS messages must at the beginning of each month (by the 7th day of the month) issue a report about the wholesale SMS messages dispatched and general CBG statistics.

Wholesale SMS messages can be sent only in Lithuania.

Wholesale SMS messages can be sent abroad only with prior agreement from TELE2.

For the sender of wholesale messages, either the short number from which an SMS message is sent or the company whose information is announced in the SMS message or the name of the service of that company can be indicated.

Tele2 does not allow sending SMS messages on behalf of Tele2 or otherwise relating the information of the message with Tele2. It is also forbidden to indicate a wrong number, not to indicate the sender, indicate a sender that is not related with the information announced, or otherwise provide misleading information.

2. RECIPIENTS OF BULK SMS MESSAGES

Bulk SMS messages may be sent only to those users who have submitted their consent to receive such messages.

The user's consent must be expressed and stored by the Service Provider in such a form that, upon TELE2's request, the service Provider is able to prove that the consent was given.

Should it be established that a bulk SMS message was sent by the Service Provider to a user who has not given his consent to receive this type of message, the Service Provider must pay TELE2 a fine of LTL 10,000 for each case identified.

3. PRICES OF WHOLESALE SMS MESSAGES

3.1. Pricing of wholesale SMS messages:

Price	Destination
0.04 LTL/unit + VAT	TELE2
0.06 LTL/unit + VAT	Networks of other mobile operators in Lithuania

3.2. Every SMS message sent by the Service Provider to Tele2's clients via Tele2's SMSC (SMS Centre) is charged at LTL 0.04 (+ VAT).

4. TIME FOR SENDING WHOLESALE SMS MESSAGES

Wholesale SMS messages can be sent every day of the week from 10:00 a.m. until 8 p.m.

UAB "Tele2"

UAB "XXXXXXXX"

(signature) L.S.

(signature) L.S.

ANNEX No. 7 RULES FOR USE IN THE SERVICE PROVIDER'S OPERATION OF ELECTRONIC SYSTEMS INTENDED FOR COLLECTION OF PAYMENTS FROM USERS

By this Annex, the Parties agree on the requirements listed below, which apply to the Service Provider and/or its sub-provider if any electronic systems are used for the collection via SMS messages of payments from End Users for services (hereinafter referred to as the System):

1. If a natural persons plans to use the System for the aforementioned purposes, he must hold a valid individual business activity certificate (*individualios veiklos pažymėjimas*).
2. An End User may not spend more than LTL 50 per month for one service (i.e. a service being ordered using the same keyword). If due to peculiarities in a service or any other substantiated reasons a greater limit is needed, this must be agreed on separately (in the form of the submission of an application) with the person appointed by the company providing the service.
3. Services may not be approved for provision (active use) automatically: each service must be described (what kind of service is being ordered and/or provided using a specific keyword, etc.) and approved separately by the Service Provider's employees. On receipt of an inquiry from Tele2, the aforementioned employees must provide Tele2 with comprehensive information within 24 hours.
4. The company providing a service must not allow the keywords indicated by Tele2 to be used in the System (a list of these keywords is attached and may be updated when needed by providing the relevant information to the Service Provider in writing or to the e-mail address agreed on).
5. The Service Provider must have a client care centre and provide users with answers to their inquiries within 24 hours.
6. The Service Provider assumes liability for all the services for which service keywords are generated via the System used by the Service Provider or its sub-provider.
7. The Service Provider agrees to inform Tele2 without delay as soon as it is established that the limit of LTL 1,000 per keyword is exceeded.
8. The Service Provider agrees to provide UAB Tele2 with an opportunity to connect to the System in real time and see the following: messages (SMS messages) being sent from the Tele2 network according to keywords, summaries according to keywords, amounts generated by keywords, service descriptions according to keywords, and statistical data. Tele2 must be provided with an opportunity to stop the validity of a keyword in the system used by the Service Provider after informing the Service Provider of this in advance.
9. If the Service Provider fails to adhere to the requirements stipulated in this Annex or in the Agreement, he agrees to pay Tele2 a fine for each instance of violation and for each violation committed via the System. The amount of the fine equals 10 per cent of the amount for the services provided by Tele2 and payable to the Service Provider for the month when the violation occurred.

10. Tele2 is entitled to, at its own discretion, amend the provisions of these rules and must inform the Service Provider accordingly by e-mail and/or in writing. If any amendments to the rules have a major effect on the provision of services carried out by the Service Provider, the relevant information must be presented to the Service Provider within a reasonable time prior to the amendments coming into effect.

LIST OF KEYWORDS WHICH MAY NOT BE USED IN THE SYSTEM

1. The words listed below may not be used as keywords either separately or as parts of longer words.

PILDYK
TELE2
SM
PLANASSM
SMPALANAS
DUOMENUSAUGYKLA
NARSYK
NARSYK30
MINI
PLANASMINI
420MIN
PLANAS420MIN
NESTABDOM
MOBIS
BRASKE
OZIS
GABANA
SKAMBUTIS
PLANASSKAMBUTIS
MYGTUKAS
PLANAS MYGTUKAS
BONAS
BONAI
PILDYKBONAI
MOBILUSINTERNETAS
PILDYKID
BONUGAUDYKLE
MANOPILDYK
MANOTELE2
INTERNETAS
NAKTYNES

2. The list of the words may be supplemented, and the Service Provider must be informed accordingly at the e-mail address agreed on.

UAB Tele2

UAB XXXXXXXX

(signature) Seal

(signature) Seal

APPENDIX 8. CONTACTS

1. CONTACTS

1.1 THE SUPPLIER

Main contact:

Name:

Telephone:

Mobile:

E-mail:

Technical representative:

Name:

Telephone:

Mobile:

E-mail:

Customer service:

Telephone:

E-mail:

Invoicing address:

Person in charge of invoices:

Name:

Telephone:

Mobile:

E-mail:

1.2 TELE2

Main contact:

Name: Aida Kimantaite
Telephone: +370 5 2366340
Mobile: +370 683 66340
E-mail: aida.kimantaite@tele2.com

Customer service:

Telephone in Lithuania: 117
Telephone outside Lithuania: +370 684 00212
E-mail: tcs.lt@tele2.com

Invoicing address:

UAB "Tele2"
Sporto str. 7A
LT-09200 Vilnius
Lithuania

Person in charge of invoices:

Name: Vitalija Bagdonienė
Telephone: +370 5 2366335
Mobile: +370 683 66335
E-mail: vitalija.bagdoniene@tele2.com

UAB "Tele2"

UAB "XXXXXXXX"

(signature) L.S.

(signature) L.S.