

1 Application

1.1 Application of Terms and Conditions for Equipment Maintenance.

These General Terms and Conditions for Equipment Maintenance shall apply to maintenance services provided to a customer by Telia Finland Oyj or its subsidiary (hereinafter "Telia"). A maintenance service refers to user support, maintenance, service and repair of equipment in the customer's possession and of software included in it (hereinafter "equipment") under the terms and conditions set forth below. These Terms and Conditions for Equipment Maintenance shall be applied unless otherwise agreed upon in writing between the customer and Telia.

1.2 Delivery of equipment and software.

The delivery of equipment and software shall be subject to Telia's General Delivery Terms for Business Customers Concerning Equipment valid from time to time.

1.3 Terms and Conditions for Equipment Rental.

The delivery of equipment rented to the customer shall be subject to Telia's Terms and Conditions for Equipment Rental valid from time to time.

2 Period of validity of offer, conclusion and assignment of agreement

2.1 Period of validity of offer.

Telia's offers shall be valid for thirty (30) days unless otherwise stated in the offer.

2.2 Conclusion of agreement.

The parties shall enter into a written agreement concerning the maintenance service. The agreement shall be considered concluded when the parties have signed it, or when Telia has accepted the customer's order and the customer has provided Telia with any advance payment or security required under Section 8.7.

2.3 Assignment of agreement.

Neither party has the right to assign the agreement to a third party without the prior written consent of the other party. Telia shall, however, have the right to assign either all or part of the agreement without the customer's consent to a third party to which the business referred to in the agreement is transferred. Telia shall inform the customer of the assignment in advance. In addition, Telia has the right to transfer its receivables based on this agreement to a third party. After a notice concerning the transfer of receivables, payments shall be valid only when made to the transferee.

3 Contact persons

The customer shall designate a contact person, whose duty it is to provide information on matters related to the maintenance agreement both within his organization and to Telia.

4 Acceptance inspection

Telia has the right to inspect the equipment to be included in the scope of the maintenance service before the maintenance service is started. The inspection shall include inspection of the operation, update level and general condition of the equipment and, if necessary, restoration of the equipment to an acceptable condition. The customer shall pay all costs caused by the inspection and restoration.

5 Contents of maintenance service

5.1 Terms and conditions applied to service.

The maintenance service includes the service package defined in the customer's maintenance service agreement for the equipment indicated in the agreement. Information appearing in brochures and other marketing material shall not be considered to define the maintenance service, nor shall it be binding on Telia. The maintenance service shall relate only to the street addresses indicated in the agreement. The customer shall pay any extra costs caused by implementation or transfer of the service to another address.

5.2 Telia undertakes

- a) to provide the maintenance service agreed upon for the equipment listed in the agreement,
- b) to deliver to the customer or install in the equipment any free updates and software modifications recommended by the manufacturer that it deems necessary,
- c) to start any repair work at its discretion either by remote control or, if necessary, on the customer's premises within the response time defined in the agreement, calculated from the notice of defects made by the customer or the monitoring equipment,
- d) to continue the started repair work during normal service hours until the equipment has been restored to working order,
- e) to deliver substitute equipment for the time of the repair work, if separately agreed upon.

If a missing spare part or software version prevents working, or if it is necessary to use the importer's or manufacturer's support to solve the problem, Telia shall continue to repair the defective equipment when possible. Telia reserves for its employees the right to reasonable rest periods, lunch hours and other statutory breaks.

5.3 Response time and service hours.

The response time of the maintenance service shall elapse and the maintenance measures shall be taken during normal service hours, unless otherwise agreed upon.

- a) Response time of maintenance service. The response time refers to the number of hours specified in the agreement within which Telia shall take measures during the normal service hours. Unless otherwise stated in the agreement, the response time shall be eight (8) hours of normal service hours.
- b) Normal service hours. The normal service hours shall be from 8 am to 4 pm from Monday to Friday. Notices of defects can be submitted to Telia at all hours on all days of the week.
- c) Extending service hours. The service hours of the maintenance service can be extended by the agreement beyond the normal service hours. It is also possible to agree case by case on the carrying out of a measure belonging to the scope of the maintenance service outside the normal service hours. A separate charge shall be collected for work done outside the normal service hours.
- d) Timework. Maintenance ordered as timework shall be carried out at a time indicated by Telia. Telia has the right to change the time unilaterally; Telia shall inform the customer of the new time.

5.4 Provision of service and alterations.

Telia has the right to provide the maintenance service defined in the agreement as it deems best and to use subcontractors for providing the service. Telia is entitled to make alterations affecting the technology and use of the equipment. If such alterations require changes in the customer's other equipment or software, the customer shall effect such changes at his own expense. Telia aims at informing the customer of any alterations in the maintenance service that affect the customer a reasonable time in advance.

5.5 Excluded from maintenance.

The maintenance shall not include repair of a defect or damage to the equipment caused by the customer or by external factors, such as:

- improper or unskilled use of the equipment, accident, vandalism, or carelessness or neglect in following the instructions on the use or maintenance of the equipment or in meeting the environmental requirements of the service, or
- equipment not falling within the scope of the service, telecommunications connections, software or specifications, or an alteration, correction or connection made by another party than Telia, or accessories used by such other party, or the electrical network, thunder or changes in the environmental conditions.

The maintenance service shall not cover defects caused by a basic feature of the equipment, such as defects that are not

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removed even if part of the equipment or the entire equipment is replaced with a similar new one. The maintenance charge shall not cover the acquisition and replacement of parts subject to wear, such as batteries, or restoring the operation or appearance of the equipment on account of normal wear and tear. Nor shall the maintenance charge cover any spare parts, unless otherwise agreed upon.

6 Customer's special rights and obligations

6.1 Customer's obligation to co-operate.

The customer shall allow Telia access to any necessary equipment rooms, and to the best of his ability also contribute in other ways to the provision of the service. The customer shall provide Telia in good time with sufficient and correct technical information and other information necessary for the provision of the maintenance service, and inform Telia in good time of any changes in the information provided and of other matters relevant to the provision of the service. The customer shall be responsible for the information, instructions and orders given by him to Telia and for the implementation of maintenance services provided according to them.

6.2 Delays due to customer.

Telia is entitled to collect any charges related to the service even for a period when the maintenance service cannot be provided for a reason attributable to the customer. When necessary, Telia shall store equipment included in the maintenance service for a reasonable time at the customer's expense and risk. If the maintenance service is, for a reason attributable to the customer, delivered at another time than the time specified in the agreement, Telia is entitled to select a suitable time for the delivery.

6.3 Compensation to customer.

If Telia does not start measures to correct a defect within the response time agreed upon due to a reason attributable to Telia, the customer is entitled to receive compensation which is 10 per cent of the monthly charge for the maintenance service of the defective equipment per one delay; however, the maximum compensation in one calendar month is one month maintenance service charge for the defective equipment. In order to receive the compensation, the customer shall file a written complaint of what has happened within one month from the event. Telia's liability for the delay shall be limited to this compensation.

6.4 Customer's right to make repairs or alterations.

The customer shall negotiate with Telia prior to making any repairs or alterations to the equipment or its operating environment or before having such repairs or alterations made. The customer shall not, without Telia's written consent, make any repairs or alterations that affect the provision of the maintenance service. Telia has no right to refuse its consent without acceptable grounds. If a repair or alteration made by the customer or a third party affects or may affect the provision of Telia's maintenance service, Telia has the right to interrupt the provision of the maintenance service, to conduct a new acceptance inspection pursuant to Section 4, and to raise the maintenance charges.

6.5 Environmental requirements.

The customer shall continuously monitor and ensure the fulfilment of the general environmental requirements set for the equipment by Telia or the manufacturer. The customer shall use the equipment and any accessories relating to it according to the instructions given.

6.6 Telecommunications connections.

The customer shall acquire the telecommunications connection and any equipment, such as a modem, required by the maintenance technology to be used (e.g. remote control and diagnostics). If necessary, Telia shall be allowed to use the customer's telecommunications connection and equipment free of charge for purposes of equipment testing, remote control and maintenance support.

6.7 Disclosing customer data.

The customer shall, without delay, inform Telia in writing of any changes in his name and/or invoicing address.

6.8 Notices of defects.

The customer shall file a notice of a defect in the equipment with Telia without delay.

7 Licence to use software and documents

Telia shall grant the customer a licence to use the object code versions of software and documents delivered to the customer under the maintenance service agreement and the material and information provided for testing the equipment. The licence gives the customer the right to use the software and documents and the test material and information only according to the instructions given by Telia and only for the purpose defined in the agreement. The title and all intellectual property rights to the software, documents, the test material and information, and any revised versions thereof shall belong to Telia or a third party (such as Telia's principal or subcontractor). The customer is not entitled, without the prior written consent of Telia, to copy or modify the material, documents or software, or to place them at a third party's disposal, or to translate the software into the source code, unless otherwise provided by mandatory legislative provisions. Upon the expiration of the licence, the customer shall either return or, at Telia's request, destroy the originals and copies and the data media and documentation that are in his possession, and upon request, give a written confirmation to this effect.

8 Payments and invoicing

8.1 Charges for service.

The customer shall pay Telia for the maintenance service pursuant to the tariff or the agreement. The agreement charges for the maintenance of rented equipment shall be invoiced in connection with the equipment rent. The customer shall be invoiced in arrears by an itemized invoice for accessories, commodities, and work that is done outside the service hours defined in the agreement or for work that is not included in the service. The customer shall pay the additional charge generally collected by Telia for small-amount invoices.

8.2 Invoicing period and term of payment.

The invoicing period applied to the charges related to the service is two (2) months, and the term of payment of the invoices is 14 days from the date of the invoice. The maintenance service charge is collected in advance.

8.3 Maturity of invoices.

Payments shall be settled no later than on the due date indicated in the invoice. If the customer exceeds the credit limit agreed upon, or if the total of charges accumulated during an invoicing period is exceptionally high, Telia may invoice the customer irrespective of the normal invoicing schedule. For overdue payments, Telia has the right to charge, in addition to collection costs and handling fees, annual interest for delay of 16%, or higher annual interest for delay provided by the Interest Act, starting from the due date of the invoice. If the customer, despite a payment reminder, has not paid the overdue invoices, any other outstanding receivables related to the maintenance service that have not yet become due shall also fall due for immediate payment. Telia reserves the right to invoice any performance based payments by the calendar month even if the repair work were not yet finished at the end of the month.

8.4 Complaints about invoices.

Any complaints about an invoice shall be made in writing prior to the due date. Notwithstanding the complaint, the customer shall pay the portion of the invoice that is not in dispute by the due date. If an examination proves that the complaint is unjustified, the customer shall pay the invoice with interest for delay within two weeks of a communication on the outcome of the examination.

8.5 Changes in tariff.

Telia has the right to change its tariffs and the maintenance service charges. The customer shall be informed of increases in prices through a customer magazine, bulletin or other written communication sent to the most recent invoicing address given by the customer. The customer has the right to terminate the agreement, as regards the part affected by the



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changes, with effect upon the entry into force of the raised prices.

8.6 Taxes and authorities charges.

Unless otherwise clearly indicated, all prices are indicated exclusively of valued added tax and any other taxes and charges to be paid under the applicable law. The customer shall pay any indirect taxes and charges collected by the public authorities.

8.7 Advance payment or security.

Telia has the right to check the customer's credit information. Telia is entitled to require an advance payment or a security from the customer if Telia considers this necessary to secure its receivables on the basis of the customer's credit information, payment behaviour or any other justifiable reason. Telia shall not pay interest on advance payments. Telia has the right to collect its due receivables, including interest for delay and collection costs, from the security or advance payment.

9 Compensation for costs and damage

9.1 Limitations in liability.

Telia's liability for the maintenance services shall be limited to replacing defectively done work or replacing the delivery of an accessory. Telia shall not be liable for damages caused because the equipment cannot be used for its purpose due to a defect or another reason.

9.2 Damage caused by Telia's negligence.

Telia shall compensate the customer for direct damage shown by the customer to be caused by Telia's negligence. Telia's liability shall, however, be limited each month to an amount equal to the monthly invoicing related to the part of the service that has been subject to Telia's negligence, calculated as the average of the monthly invoicing during the six months preceding the damage. If the agreement has been valid for less than six months prior to the damage, the maximum amount of compensation is calculated according to the average of the monthly invoicing during the validity of the agreement. However, if Telia, under the agreement or otherwise, is liable to pay the customer contractual liquidated damages, indemnification or a similar standard compensation for a breach of the agreement, Telia's liability for damages shall be limited to the amount of such standard compensation.

9.3 Limitations in liability for damages.

Telia shall not be liable for indirect damage or for damage that Telia could not reasonably have anticipated. Nor shall Telia compensate any damage caused by reasons for which the customer or a third party is liable (such as damage caused by the operations of the customer, a service user, another telecommunications company or service provider, or by equipment, telecommunications connections or software for which they are responsible), nor for damage caused by a reason beyond Telia's control (such as damage caused by voltage disturbances, thunder, electrical network, fire, water damage or similar accidents). Telia shall not be liable for damage caused by the exercise of the rights contained in this agreement. Telia's liability for damages shall be limited to compensation for damage specified in this section.

9.4 Claims for damages.

A claim for damages shall be submitted to Telia within one month from the date on which the defect on which the claim is based was or should have been detected.

9.5 Defects in equipment in customer's possession.

If a defect has its origin in the connection of the equipment to defective equipment or erroneously specified equipment, software or telecommunications connections, the customer shall compensate Telia for any damage and costs caused by tracing the defects.

10 Telia's property

10.1 Maintenance equipment.

Telia shall, at its own expense, acquire all tools, measuring instruments, test programmes, switching diagrams and service instructions it needs if they have not been delivered with

the equipment. The said equipment, devices, instructions and programmes shall remain Telia's property, even if they are kept either permanently or temporarily on the customer's premises. It shall be the customer's responsibility that the said property of Telia is not delivered or placed at a third party's disposal even temporarily.

10.2 Return of maintenance equipment upon termination of agreement.

Upon expiration or termination of the agreement, Telia has the right to remove the said material or equipment or require it to be returned.

10.3 Title to replaced parts.

The title to parts that are owned by the customer and replaced in connection with maintenance service charged monthly shall be transferred to Telia, and the title to the mounted or delivered parts owned by Telia shall correspondingly be transferred to the customer. Telia is entitled to replace a part or unit replaced in service by a new one.

11 Export restriction

All measures require that Telia obtain the necessary export licences or permits. The customer undertakes, at his own expense, to obtain any written permits required from the authorities of Finland and the country of manufacture before a product and any technical information related thereto or a system containing such products, is exported from Finland.

12 Telia's right to interrupt provision of service

Telia has the right to interrupt the provision of maintenance services, if:

- the customer does not pay overdue receivables by the due date,
- the customer exceeds the credit limit granted by Telia,
- the customer does not provide the advance payment or security referred to in Section 8.7 within one week from Telia's request,
- liquidation or bankruptcy proceedings have been instituted against the customer, or the customer has otherwise experienced such serious financial difficulties that there is good reason to assume that he will not be able to meet his obligations under the agreement.
- the customer, despite a reminder, does not comply with his obligations under the agreement or is essentially in breach of his obligations under the agreement, or if
- the customer cannot be reached in order to settle a matter related to this agreement.

If the customer files a written complaint with Telia against an invoice and pays the part of the invoice that is not in dispute, Telia shall not close the service because of non-payment of the part in dispute while the complaint is being examined. Interruption of the service through the customer's fault shall not exempt the customer from his liability to pay under the agreement.

13 Validity and termination of agreement

13.1 Validity of agreement.

The maintenance agreement shall be valid until further notice or for a fixed term. An agreement concluded for a fixed term shall continue to be valid for one year at a time after the fixed term unless it is terminated by giving a written notice at least two (2) months prior to the expiration of the current agreement period. An agreement that is valid until further notice can be terminated with two (2) month notice.

13.2 Customer's right to cancel agreement.

The customer has the right to cancel the agreement if the maintenance service differs essentially from what has been agreed upon, and Telia does not correct the defect within a reasonable time from the customer's written complaint, or if the delivery of the service is unreasonably delayed due to Telia's negligence. The customer's right to cancel the agreement applies only to the defective or delayed part of the service.



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13.3 Telia's right to cancel agreement.

Telia may cancel all or part of the maintenance service agreement if the provision of the maintenance service according to the agreement has been interrupted for one month for a reason attributable to the customer other than the customer's request, or if the customer has otherwise essentially breached his obligations under the agreement and has not remedied his breach within fourteen (14) days from Telia's written request.

13.4 Notices of cancellation or termination.

Notices of cancellation or termination shall be given in writing.

13.5 Ceasing to provide the service.

If Telia ceases to provide the maintenance service or its feature for productional or financial reasons or by virtue of regulations issued by the authorities, Telia has the right to terminate the agreement as regards the parts related to the service or feature concerned, by notifying the customer in writing to this effect six (6) months in advance.

14 Other terms and conditions

14.1 Notices.

The customer shall send notices related to this agreement in writing to Telia's address, fax number or e-mail address as indicated in the agreement or communicated later on. Telia shall send written notices related to the agreement to the address most recently provided by the customer, or to the fax number or e-mail address the customer has given to Telia. Notices sent by Telia through mail shall be deemed received by the customer seven days after they were sent. Notices sent by e-mail or fax shall be deemed received on the weekday following their transmission.

14.2 Confidentiality.

The customer undertakes to keep all confidential material and information received from Telia strictly confidential. Telia retains all rights to the information provided, and the customer has no right whatsoever, without a separate written agreement, to utilize it otherwise than directly in connection with operations under the agreement. Upon termination of the agreement, the customer shall return all information and material received from Telia and destroy all material and copies in his possession. The customer is responsible for the fact that all of his employees and any subcontractors used by him agree to the aforementioned confidentiality provisions. This confidentiality clause shall survive the termination of the agreement.

14.3 Force majeure.

A party to this agreement shall be released from his obligations and liability to pay damages if the breach of agreement or failure to comply therewith is due to force majeure. An event of force majeure shall be considered to be constituted by an unusual event which affects the matter, takes place after the signing of the agreement, and which the party to the agreement had no reason to take into account when the agreement was concluded, and which is beyond the parties' control, or the consequences of which cannot reasonably be avoided or overcome. Such an event can be, for example, a war, mutiny, exchange restrictions, legislative provisions or regulations issued by the authorities, refusal of an export licence, requisition or confiscation, embargo on imports or exports, natural catastrophe, discontinuation of public transportation, telecommunications or supply of energy, shortage of means of transportation, general shortage of goods, restrictions on driving power, labor conflict, fire, defects or delays related to telecommunications connections or equipment acquired from or in the possession of a third party, cable damage caused by a third party, or another unusual event with similar effects and beyond the parties' control, as well as defects or delays in deliveries by subcontractors caused by any of the aforementioned reasons. If the fulfillment of an obligation under the agreement is delayed for any of the reasons mentioned in the preceding paragraph, the duration of

the period for the fulfillment of the obligation under the agreement shall be extended for as long as is deemed reasonable in view of all the circumstances relevant to the case.

14.4 Settlement of disputes and applicable law.

This agreement shall be governed by and construed in accordance with the laws of Finland. Any disputes arising out of or in connection with this agreement shall be settled, according to the plaintiffs preference, at Helsinki District Court or at the court of first instance of the defendant's domicile.

14.5 Order of priority.

In the event of discrepancy between the signed agreement document and its appendices, the agreement document shall prevail over its appendices, which then have priority in the order they are numbered.

14.6 Release of customer data.

Telia has the right to release customer data within the limits of the valid legislation.

15 Entry into force of Terms and Conditions for Equipment Maintenance

15.1 Validity.

These Terms and Conditions for Equipment Maintenance shall enter into force on 1 February 1999 and remain in force until further notice. These terms of agreement shall replace the previously published General Terms and Conditions for Maintenance Service, and these terms shall also apply to agreements concluded prior to the entry into force of these terms.

15.2 Amendments to Terms and Conditions for Equipment Maintenance.

Telia may amend these Terms and Conditions for Equipment Maintenance. The customer shall be informed of the new terms at least one month prior to their entry into force through customer bulletins or otherwise in writing. If the terms are amended, the customer has the right to terminate the agreement without regard to the period of notice within one month from the notification.

