

# General delivery terms for Telia operator products



## 1 Definitions

In these delivery terms, the following terms have the following meanings:

- **Customer** refers to a Telecom operator or other company to which Telia delivers Services.
- **Customer-premises equipment** refers to a device or software that belongs to a Service, provided by Telia to the Customer and placed on the Customer's or End-Customer's premises for the provision of the Service.
- **Card** refers to a SIM card, programme card or another similar physical or electronic card.
- **End-customer** refers to a natural or legal person who has concluded an agreement with a Customer for a subscription, connection or use of a network or communications service, or other service, and who uses these services for purposes other than telecommunications business.
- **Party** refers to Telia and the Customer.
- **Service** refers to operator products and other services provided by Telia to the Customer, including but not limited to subscriptions, network services, networking services, communications services, data centre services, hardware, and data centre and cloud services.
- **Service component** refers, for example, to a single subscription, an individual data centre service or other individual part of the Service.
- **Agreement** refers to an agreement between Telia and the Customer on the Service, specifying the exact content of the Service and the special terms applicable to it.
- **Telecom operator** refers to a telecommunications operator referred to in the Act on Electronic Communications Services that rents Services from Telia.
- **Identifier** refers without limitation to username, password, addresses, numbers, PIN code and similar identifiers.

## 2 Scope

These delivery terms apply to Services provided to the Customer by Telia Finland Oyj (hereinafter "Telia"), unless otherwise agreed between Telia and the Customer. The special terms and conditions specified in the Agreement also apply to the Services.

These delivery terms do not apply to the contractual relationship between the Customer and the End-customer, in which the Customer is responsible for all commitments and agreements made by the Customer in relation to the End-customer. The Customer is responsible for delays caused by the End-customer and for other matters related to the End-customer as if for

its own. In addition, these delivery terms do not apply to consumer customers purchasing services mainly for purposes other than their business activities, nor to gateway traffic between Telecom operators.

## 3 Agreeing on and ordering a Service

### 3.1 Conclusion of the agreement

The Parties agree on the Service in writing or online. An Agreement is concluded when the Parties have signed the Agreement or when Telia has accepted an order placed by the Customer and delivered an order confirmation to the Customer. If the Customer is required to pay an advance payment or deposit in accordance with section 12.4, the Agreement is only concluded when the Customer has paid the advance payment or deposit as demanded.

### 3.2 Ordering a Service

As a rule, the conclusion and maintenance of the Agreement is carried out using an online ordering and delivery system specified by Telia, for which the Customer is non-exclusively licensed. Through the ordering and delivery system, the Customer makes various availability inquiries, requests for offers, orders, changes, and terminations with regard to those Services and related functionalities that are covered by the online ordering and delivery system.

The order and delivery system and its use are subject to the applicable special terms related to it.

The Customer is responsible for the careful storage and use of the Identifiers that enable the use of the ordering and delivery system. The Customer authorises a main user for the ordering and delivery system. The Customer's main user has the right to add persons to the ordering and delivery system, authorised to place orders and also make changes to an existing Customer Service. Such persons may also be employed by the Customer's subcontractor. The Customer is responsible for the orders placed and payments for them, regardless of who placed the order. The Customer is responsible for ensuring that its subcontractors comply with the same terms concerning the use of the system as the Customer.

If the order and delivery system is changed or modified and this results in the need to change the interfaces or background systems in use, Telia and the Customer are responsible for the costs caused by the changes, each for their own part.

If the use of the ordering and delivery system is not possible with regard to any Service or part or

functionality of a Service, the Customer must e-mail availability inquiries, requests for offers, orders, changes, terminations and related additional information to the e-mail address specified by Telia.

## 4 Service delivery

### 4.1 Time of delivery

Telia delivers the Service or part of Service by the agreed delivery date ("Agreed delivery date") or, if no delivery date has been agreed upon, within a reasonable time of the conclusion of the Agreement. Telia is entitled to change the Agreed delivery date based on causes or circumstances beyond Telia's control or other unforeseeable events that Telia could not reasonably have avoided.

A Service or part of Service is deemed to have been delivered at the time when Telia, for its part, has taken the necessary measures to commission the Service and the Service or other result pursuant to the Agreement is available for the Customer to put into use ("Actualised delivery date"). If a deviation in the Service or delivery of the Service does not materially disrupt the use of the Service for its planned and intended purpose, this is not deemed to affect the determination of the Actualised delivery date.

### 4.2 Customer's duty of co-operation

The Customer must contribute to the delivery of the Service to the best of its ability. The Customer must provide Telia, in the form and manner requested by Telia and in good time, with sufficient and correct technical and other information for the delivery of the Service or part of Service. The Customer must notify in good time of any changes in the information provided and of other matters necessary for the delivery of the Service or part of Service. The Customer is responsible for the information it provides to Telia and for the correctness and completeness of the information, as well as for the information complying with legislation and regulations.

The Customer must ensure at its own expense that Telia has unhindered access to the premises, equipment or software required for the delivery of the Service or otherwise required in the delivery of the Service and, for example, the availability of the electrical and internal network cabling at the delivery address.

### 4.3 Acceptance of the delivery

The Customer must inspect the Service or part of Service and any Customer-premises equipment immediately after delivery. Unless otherwise agreed, a delivery is deemed accepted unless the Customer issues a complaint in writing regarding any defects within 14 days of the Actualised delivery date, or if the Customer has commissioned the Service, part of the Service, or Customer-premises equipment for normal use.

Notwithstanding Customer complaint, the provision is considered accepted unless there is an error in the Service in accordance with section 8.1. The Customer is liable for the inspection, as well as for the completion and costs of testing not included in the Service. The Parties may separately agree that Telia test the functionality of the Service or part of the Service at the Customer's expense.

### 4.4 Delay in delivery

If the Actualised delivery date occurs after the Agreed delivery date and the delay is attributable solely to Telia or a Telia subcontractor, Telia pays penalty payments to the Customer upon written request of the Customer. Amount of penalty payments are one half (0.5) percent of the fixed recurring charges for the delayed Service or part of the Service for a period of 12 months for each commencing period of seven (7) days by which the delivery of the Service is delayed from the Agreed delivery date. However, the penalty payments may not exceed five (5) percent of the above charges. When calculating penalty payments, traffic charges or other payments based on the volume of use or one-off charges are not taken into account. When calculating penalty payments, only those parts of the Service whose commissioning was delayed will be taken into account. In addition, penalty payments will not be paid for the period for which Telia provides the Customer with a corresponding replacement service. Telia has the right to set off penalty payments in Telia's invoice receivables from the Customer.

Telia's liability for delay is limited to the contractual penalty described above in this section 4.4, and the Customer is not entitled to receive damages, liquidated damages, or other compensation due to Telia's delay.

If the delay is caused by the Customer, Telia is entitled to compensation for the costs and additional work caused by these delays in accordance with Telia's applicable general price list. Telia has the right to invoice the contractual charges attributable to the Service or part of the Service, also for the time during which the Service could not be delivered due to reasons attributable to the Customer.

If the delay is attributable to the Customer or a third party, the delivery time will be extended until the reason for the delay has been eliminated.

## 5 Provision of a Service

Telia is entitled to provide the Service pursuant to the Agreement as it sees fit. Telia is also entitled to use subcontractors to fulfil its obligations under the Agreement. Telia is liable for the work of its subcontractors as if it were its own.

## 5.1 Changes to the service

Telia has the right to make changes affecting the technology and use of the Service, provided that the usability of the service remains essentially the same as before the change. The aim is to make changes in such a way as to minimise potential disruption to the Customer.

If the changes require changes to services, hardware, or systems for which the Customer is responsible, such as cabling, connections, equipment or software, the Customer must, at its own expense, address and implement such changes. Telia will give the Customer notice of changes affecting the Service within reasonable time in advance.

## 5.2 Termination or replacement of a Service or part of Service

Unless otherwise required by mandatory legislation or orders from authorities, Telia may, for a justified reason, discontinue the production of a Service or part of the Service at a time specified by Telia. In such cases, Telia is also entitled to replace the Service with a different service having a standard of technical capacity and availability at least equivalent to the original Service or part of the Service. The price of the replacement service may differ from the price of the original Service. The Customer is liable for all of its obligations pursuant to these delivery terms with regard to the replacement service, particularly the provision of the information referred to in section 4.2.

Telia will inform the Customer of a change referred to above in this section 5.2 no later than sixty (60) days before the change takes effect. If the Customer does not accept the replacement service offered by Telia, the Customer must inform Telia in writing within 30 days of receiving the notification concerning the discontinuation of Telia's Service or part thereof. Otherwise, the Customer will be considered to have accepted the replacement service.

If Telia does not offer a replacement service, Telia is entitled to end the Agreement with regard to the discontinued Service or part thereof, effective on the date when the production of the Service or part thereof is discontinued. With regard to regulated products located in the area of Telia's significant market power, Telia aims to give at least three (3) months' notice of the termination of a Service.

## 6 Service Interruptions

Telia is entitled to suspend the production of a Service or part of the Service if necessary for the purpose of construction-, fault rectification-, service- or maintenance work, or for ensuring the information security of the Service. Telia's aim is that the suspension is brief and causes the minimum possible disruption to

the Customer. Telia will inform the Customer of the suspension on its website or otherwise online.

There may be shadow areas or blind spots and local or temporary interruptions or deceleration in the operation of Services for reasons related to radio technology, data transmission and the characteristics of public communications networks. Minor technical deficiencies in Services and their related software that do not materially affect the use of Services may arise. For these reasons, Telia cannot guarantee the uninterrupted operation of the Services in every location.

Telia has the right to decide on the regional coverage and properties of its communications network ("Network"). The regional coverage of the Network may partly depend on the load levels of the Networks, and the coverage is not always static. Telia may optimise parts and functions of the Network to protect network traffic, functionality, information security or availability. Telia has the right to measure and modify data traffic in order to avoid overloading network connections. This may affect the quality of the Services offered.

Telia has the right to manage traffic in its Networks, temporarily suspend the use of a Service or part of Service or close the subscription and take other necessary measures if necessary for protecting network traffic, the functionality, information security or usability of the Services. Permanent modification measures affecting the use of the Service are described in service-specific special terms.

## 7 Information security

Telia is responsible for the information security of its Network and the information security services Telia provides. Telia is not liable for any disruptions in the public internet, the information security of the public internet or any other factors beyond Telia's control that may hamper the use of the Service. Telia is not liable for the information security of networks, connections, devices or services belonging to the customer or third parties, unless otherwise agreed.

Telia may take action to deflect information security breaches and to eliminate disturbances affecting information security if such actions are necessary to protect the Service or the communication options of message recipients. Telia will take measures proportional to the severity of the disruption and stop the measures when there are no longer grounds for measures to be taken. Telia will provide notification of information security threats, means of safeguarding against them, and actions to take and the impacts of said actions on its website ([www.telia.fi](http://www.telia.fi)) or by other appropriate means.

## 8 Service error and maintenance of the Service

### 8.1 Service error

The Service is considered defective if the service availability and usability materially differ from the features specified in the Agreement and the deviation substantially hinders the use of the Service in accordance with the Agreement.

The following circumstances, however, are not deemed errors:

- a) defects in the Service caused by an act or omission of the Customer or a third party using the Service or by a factor for which the Customer or a third party using the Service is responsible,
- b) defects in the Service caused by the flawed condition of devices or technical environments, such as endpoint devices or internal communications networks, for which the Customer or a third party is responsible,
- c) an interruption that is not continuous or recurring and that can be regarded as insignificant considering the reason and circumstances (e.g., occasional temporary service breaks attributable to the reasons referred to in section 6),
- d) temporary interruptions caused by construction and maintenance work, including Networks construction and maintenance work,
- e) a deficiency in the Service or an interruption due to the network of a third party, or
- f) a deficiency in the Service or an interruption caused by a virus or another external attack targeting the software of the Customer or a third party.

### 8.2 Rectification of the error

The Customer must inform Telia of an error in a Service or part of Service immediately upon detecting it. Telia will rectify errors detected in the Service or part of Service according to the Agreement or within a reasonable time if no separate agreement has been made on fault rectification in the Agreement. Telia will take fault rectification measures on business days (not Saturdays) between 8 a.m. and 4 p.m. local time or at a separate, specified time ("General fault rectification hours"). Telia strives to repair errors in a Service or part of Service as soon as possible within the General fault rectification hours. During periods other than the General fault rectification hours, errors in a Service or part of Service may be remedied upon separate agreement.

### 8.3 Liability for errors

If the Customer connects faulty or disruptive devices, configurations or software to the Service or the Customer-premises equipment and these are the responsibility of the Customer or a third party, or if a fault reported by the Customer is caused by the equipment, telecommunications connections,

configurations or software for which the Customer or a third party is responsible or has in their possession, the Customer is obliged to compensate Telia for any damages.

Telia is entitled to receive compensation from the Customer for the work and costs involved in investigating and rectifying faults due to a fault report by the Customer if the fault is not due to Telia or a factor for which Telia is responsible or if the Customer's fault report is unfounded. Unless otherwise agreed, the compensation for the work will be determined in accordance with Telia's applicable general price list and the costs as actualised.

Telia's liability for errors in a Service or part of Service is limited to rectifying the error in a Service or part of Service for which Telia is responsible or to re-providing the defective Service or part of Service.

### 8.4 Service maintenance

Telia may do perform service and maintenance work related to its Networks and Services ("Maintenance window period"). General and service-specific Maintenance window periods are indicated in the Agreement, customer portal or other online channel. Telia reserves the right to amend the Maintenance window period.

Telia has the right to perform service and maintenance work also outside the Maintenance window period. Efforts will be made to inform the Customer of maintenance work affecting the Customer's Services at least five (5) days before the planned maintenance measures unless the maintenance work is of such nature that it cannot be postponed. Telia is not responsible for the operation of the Service during the general or service-specific Maintenance window period or during service and maintenance or if service and maintenance cannot be performed at the agreed time for reasons attributable to the Customer.

Telia is not responsible for the maintenance or operation of internal wiring networks or closed regional networks owned or controlled by the Customer or a third party, unless this has been specifically agreed on in writing between Telia and the Customer. Further, Telia is not responsible for faults or errors in these networks or for interruptions they may cause or other effects they may have on Telia's Services. If Telia's right to use a network for providing Services to the Customer expires, Telia has the right to terminate the Services in question effective on the date on which the above right of use of the network terminates.

Maintenance does not cover the rectification of faults caused by factors that are independent of Telia or for which the Customer is responsible, such as:

- a) the incorrect use of the Service or Customer-premises equipment, carelessness, or failure to

comply with instructions for use or maintenance or the technical environment requirements, or

- b) devices, telecommunications connections, software or configurations that are beyond the scope of the Service or changes, repairs or connections that were not made by Telia.

## 9 Service use

The Customer is entitled to use the Service only for its intended purpose and to the extent agreed in the Agreement or stated in the special terms or the instructions of use applicable to the service. For example, the Customer must ensure that:

- a) the use of the Service does not cause loss or damage to Telia or a third party,
- b) the use of the Service does not cause unreasonable load or other impairment or disturbance to Telia, the operation of the Network, other Network users, or third parties or to Telia's services otherwise,
- c) material ordered, procured, or provided by the Customer or the Customer's use of the Service does not jeopardise the information security or accessibility of the Service or of the Network or infringe on the rights of Telia or other parties, contravene good practice or violate the provisions of laws and the authorities, including data protection regulations.

The Customer must immediately disconnect from the Network any devices or software that interfere with the operation of the Network or the Service. In the event of impairment or harm, Telia has the right to disconnect devices or software from the Network without consulting with the customer, if this is necessary to prevent impairment and harm caused to Telia, other Telia customers or third parties.

## 10 Responsibility for the Customer's and End-customer's material

Telia is not liable for the content of the Customer's and End-customer's material or for the material delivered through the Service to other End-customers or to Telia or third-party servers or for their transmission. Telia is not responsible for the availability of such materials (including software) and information, the Customer's right to use the material, or the illegal or offensive content of the material, unless the material in question is provided by Telia. Neither is Telia liable for any delay, alteration or loss of material relayed using the Service or for any resultant damage. Telia is not responsible for ensuring that the material complies with good practice and does not violate the rights of third parties.

## 11 Premises, equipment and software

### 11.1 Customer's premises, equipment and software

The Customer is liable at its own expense for the facilities, hardware, subscriptions, security, software,

licences, and networks that are required in order to use the Service but are not included in it (including the networks on the Customer and third-party premises), or for the procurement, information security, data protection, documentation and maintenance thereof ("Customer environment"). The Customer ensures that the Customer environment complies with applicable legislation and official regulations (e.g., laws and regulations concerning conditions and electrical connections) and with the instructions issued by Telia. The Customer is responsible for the adequate information security of the Customer environment. The Customer is responsible for the electricity supply related to the use of the Service, costs of electricity use, and the procurement and existence of permits from the authorities, property owners and other parties required for the delivery of the Service.

### 11.2 Telia's premises, equipment and software

The customer is responsible for all costs related to the installation and maintenance of its equipment (including cables, racks, and fibre terminals). The Customer must always submit an installation notice after making plans installations on Telia's premises. The installation plans must be submitted in accordance with Telia's instructions before any request for offer is made, if the Customer makes the plans themselves. The Customer must follow Telia's instructions concerning hardware facilities with regard to installation and design. The Customer agrees to move, at its own expense, its equipment to a location designated by Telia in the same hardware facility, if Telia's operations so require. The Customer's equipment must not cause interference to Telia's equipment or other equipment or functions. In the event of disturbance, the parties must take immediate measures to rectify the situation. The Customer is liable for any damage caused to Telia and Telia's hardware facilities by the Customer's hardware and the personnel operating it, and for any damage resulting from the keys, access cards, etc., provided to the tenant being lost or falling into the hands of a third party. The Customer does not have the right to bring its own electricity connection or power equipment to Telia's premises unless otherwise agreed.

## 12 Charges

### 12.1 Service charges

The Customer is obliged to pay to Telia the fees agreed in the Agreement for the Service and for the use of the Service or, if a fee is not specifically agreed upon, in accordance with Telia's applicable price list. The applicable rate of value-added tax will be added to the prices unless otherwise stipulated in the relevant legislation. Telia decides on the due dates and invoicing periods for its Services and on the means of payment and delivery of the invoice unless otherwise agreed.

Telia may also invoice the Customer for services of other Telecom operators and service providers used

through or as part of the Service, if Telia has agreed on this with the Customer.

## 12.2 Other charges

Any work, installation, accessories, or consumables not included in the delivery of the Services or Customer-premises equipment are subject to a separate charge. Any travel time and expenses will be charged as actualised.

If an installation cannot be performed at the scheduled time for reasons attributable to the Customer, Telia has the right to invoice an installation charge from the Customer. Telia has the right to separately invoice the Customer for the installation fee also for repeat installations.

If, after the conclusion of the Agreement, the content of the Agreement or the service solution is changed at the request of the Customer, Telia is entitled to invoice any additional costs and work caused by the change from the Customer.

If Telia finds extraneous installations on its premises for which no order has been placed, Telia has the right to invoice the service fees retroactively and according to the actual cost of the investigation, but at least according to the workload of 2 hours.

## 12.3 Terms of payment and invoicing

Unless otherwise stated in the Agreement, the terms of payment are fourteen (14) days net from the invoice date. The invoice must be paid in accordance with the payment details and instructions given on the invoice.

The invoicing of a Service or part of Service begins no earlier than on the Actualised delivery date and ends at the latest at the end of the month in which the agreement expires.

The invoicing period is one (1) month, unless otherwise agreed.

Payments must be settled at the latest on the due date indicated on the invoice. If the Customer exceeds the agreed credit limit or if the total fee accumulated during an invoicing period is exceptionally high, Telia may invoice the Customer differently from the normal invoicing schedule. For late payments, Telia is entitled to charge the standard compensation in accordance with applicable legislation, as well as actual collection costs and handling fees in excess of the standard compensation and an annual rate of overdue interest for late payment in accordance with the Interest Act, calculated from the due date of the invoice to the payment date. If the Customer fails to pay its overdue invoices in spite of having received a payment reminder and even though the Service has been disconnected, other invoiceable but not yet overdue receivables on

the Service will also fall due for payment with immediate effect.

The Customer must submit any complaints regarding invoices in writing before the due date. Customers who have filed a complaint must nevertheless pay the undisputed part of the invoice by the due date. If an invoice complaint is determined to be unfounded, the Customer must pay the invoice, including penalty interest, within two weeks of being notified of the outcome of the complaint review.

Unless otherwise agreed, any service credits and other corresponding payments that may be payable to the Customer are primarily remunerated by deducting them from future invoices.

## 12.4 Credit check, advance payment and deposit

Telia is entitled to check the Customer's credit data and request an advance payment or deposit from the customer if Telia deems this necessary in order to secure its receivables based on the Customer's credit information, payment history, or other justifiable reason. Telia does not pay any interest on advance payments or deposits. Telia is entitled to deduct its overdue receivables, overdue interest and collection costs from the deposit or advance payment.

## 12.5 Price changes

Telia is entitled to change its price lists and the fees invoiced for the use of a Service or part of the Service. Telia will notify the Customer of any price and fee increases at least thirty (30) days before the intended entry into force of the change. Other changes will be announced before they enter into force. Telia will notify changes through a customer information letter or otherwise in writing or online, addressed to the most recent invoicing address or e-mail address given by the Customer or via an electronic customer channel available to the Customer. Unless otherwise agreed in the Agreement, the Customer has the right, if Telia increases the fees, to terminate in writing any Agreements subject to the increase on the date on which the new prices are due to enter into force. If the Customer does not terminate the Agreement within the time prescribed, the Customer is deemed to have accepted the new fees.

However, the Customer does not have the entitlement to terminate the Agreement as referred to in this section 12.5 if the price rise is based on a change in legislation, a court ruling or a decision by the authorities. Such price rises will take effect by the date when the change, ruling or decision takes effect. Furthermore, the Customer is not entitled to terminate the Agreement on the basis of a price rise if the price rise is allocated to services or price list elements that are not applied between the Customer and Telia on the basis of the Agreement.

## 12.6 Fees for third-party services

If the Customer purchases third-party licences or services of other Telecom operators or service providers through Telia and the third party in question changes the prices of the licences or services, Telia always has the right to change its prices accordingly. In this case, the Customer does not have the right of termination referred to in section 12.5.

## 13 Closing the Service and restricting the use of the Service

Telia is entitled to close or restrict the use of the Service if

- a) the Customer has not paid an overdue receivable invoiced by Telia within two (2) weeks of a payment reminder being sent,
- b) the Customer has exceeded its credit limit, or it has not paid the deposit or advance payment referred to in section 12.4 in the agreed time,
- c) the Customer has exceeded the set spending limit; in this case, the service will not be closed but its use may be restricted,
- d) this is necessary in order to prevent misuse or damage,
- e) such an action is requested by a court, the police or other competent authority,
- f) the Customer has been placed into administration, a company restructuring procedure or bankruptcy, the Customer has petitioned for a public writ on its creditors, or the Customer has otherwise been declared insolvent,
- g) the Customer has caused disruption to the communications network, traffic or other Customers or End-customers, or the Customer uses malfunctioning or disruptive devices or software despite a reminder,
- h) the Customer has delivered, or a Service provided to the Customer has been used to deliver unsolicited material referred to in section 9 (so-called spam, including bulk transmissions) to other Customers or End-customers or to Telia or third-party servers, or the Customer has used the Service in violation of the code of conduct adhered to in marketing,
- i) the Customer does not fulfil its contractual obligations despite a reminder or materially breaches its contractual obligations,
- j) the Customer has ceased to exist according to an entry in the Trade Register or other similar registry entry,
- k) the Customer cannot be reached for the settlement of a matter related to the Agreement,
- l) the Service has been opened with false information, or
- m) Telia has reason to suspect, or if required by an authority or demonstrated by a third party, that the Customer has acquired, delivered or transmitted harmful material such as described above in section 9, list c), to someone with the help of or

through the Service, or said material has otherwise been made available with the help of the Service, or the Service has been used in breach of these terms despite a request to the contrary.

If the Customer makes a written complaint to Telia regarding an invoice and pays the undisputed portion of the invoice, Telia will not close the Service due to the failure to pay the disputed portion while the complaint is being investigated.

On the grounds mentioned in the list in this section 13, Telia has the right, at the request of a Telecom operator, to prevent the use of its communications service in the Service if the Telecom operator uses the Services to provide its communications services or invoices its services through Telia, and the Telecom operator requesting the barring cannot prevent the use of its communications service itself.

Telia is entitled to restrict the use of the Service in order to take care of information security and rectify a disruption or to meet the quality requirements for a communications service.

Telia may close or restrict the use of a communications service at the request of the Customer or the End-customer of the communications service. For other services, Telia will close the Service or restrict its use at the request of the Customer or the End-customer, if this is technically easy to achieve. If the restriction of use is lifted at the request of the Customer or the End-customer of the Service, Telia has the right to charge a fee for the action in accordance with the price list.

## 14 Customer-premises equipment

The Customer may use Customer-premises equipment only for the purpose and to the extent set forth in the Agreement. The Customer bears the risk of damage to or loss of Customer-premises equipment from the date upon which the Customer-premises equipment is delivered to the Customer at the agreed delivery address. Customer-premises equipment with fixed installation may not be moved without Telia's written consent.

The ownership of the Customer-premises equipment remains with Telia, and the Customer has no right to sell, pledge, rent or lend, or otherwise transfer the Customer-premises equipment without Telia's prior written consent. In addition, the Customer does not have the right to repair, service, supplement or modify the Customer-premises equipment or remove components or ownership markings from the Customer-premises equipment without Telia's written consent. The Customer must follow the instructions provided by Telia at any given time concerning the maintenance and use of the Customer-premises equipment. It is the Customer's responsibility to prevent unauthorised access to and use of the Customer-premises equipment.

The Customer must notify Telia without delay of any unauthorised access or use.

The Customer must return the Customer-premises equipment to Telia upon termination of the Agreement in accordance with the instructions provided by Telia. Upon termination of the agreement, Telia is also entitled to remove the Customer-premises equipment from the Customer's premises. In such a case, the Customer must, subject to at least five (5) business days' advance notice, provide Telia with reasonable assistance at its own expense and grant Telia access to the Customer's premises. Telia is entitled to compensation for the cost of dismantling and removal of Customer-premises equipment. Telia also has the right to invoice reasonable compensation for any Customer-premises equipment that has not been returned due to a reason attributable to the Customer.

If Customer-premises equipment is not returned or Telia is unable to retrieve the Customer-premises equipment for a reason attributable to the Customer, Telia is not liable for any damage caused by the unreturned Customer-premises equipment.

## 15 Identifiers

Telia has the right to decide on the Identifiers to be used by the Customer. The Identifiers and Cards remain the property of Telia, and the Customer has no title to them after the termination of the Agreement, unless otherwise agreed in writing.

The Customer is responsible for the storage and use of the Identifiers and cards related to the Service. The Customer must store Service-related Identifiers and Cards with due care in order to prevent unauthorised access to them. The Customer has no right to copy, disassemble or modify the Cards.

If a Customer's Identifier or Card for the Service is lost or falls into the unauthorised possession of a third party, the Customer must inform Telia immediately. The Customer is not liable for the unauthorised use of the Service after Telia has received the Customer's notification of the loss or unauthorised use. Telia is entitled to close the Service or prevent the use of the Service or device immediately upon receiving the above notification.

Telia is entitled to change the Identifiers given to the Customer when required by law, an order by the authorities or other reasons attributable to the Communications network, Customer, provision of the Service or information security or a corresponding reason. Telia will generally inform the Customer of any changes in the identifiers no later than two (2) months before the changes take effect unless the change requires immediate action.

The Identifiers can be changed at the Customer's request for a payment, provided that this is technically possible and that the change can be performed without undue harm to Telia or a third party.

## 16 Processing of personal and traffic data

Depending on the Service provided, Telia and the Customer may have different roles regarding the processing of personal and traffic data as provided by data protection legislation and, in particular, the EU's General Data Protection Regulation (GDPR) or the Act on Electronic Communications Services (917/2014). In its capacity as the controller, Telia processes personal and traffic data in accordance with its privacy notice. This privacy notice can be viewed at [www.telia.fi/tietosuoja](http://www.telia.fi/tietosuoja).

Each Party is responsible, for their part, for complying with the applicable data protection legislation valid at any time.

Telia acts as a controller pursuant to the EU's General Data Protection Regulation and is responsible for the processing of personal data with regard to data centre and antenna location services, for example.

In the case of some Services, such as networking products, both Parties may act as an independent controller. In such cases, Telia acts as the controller with regard to the Customer's personal data, whereas the Customer acts as the controller with regard to the personal data of the End-customers. As controllers, the Parties are independent and separate, each responsible for its own controller's obligations.

### 16.1 Telia as the processor of personal data

As part of the provision of the Services, Telia may process, on behalf of the Customer, the End-customers' personal data at such a time and to such extent as is required by, for example, installation or delivery, change and dismantling assignments, fault and invoicing investigations, and deliveries of invoicing materials related to the Services.

The following terms apply when Telia, as a processor, processes personal, traffic and location information on behalf of a Customer acting as a controller. If, however, the Customer and Telia have reached separate agreement on the processing of personal data by a data processing or similar agreement, such agreement will have precedence.

A Customer acting in the role of a controller authorises Telia to process personal data to the extent that such processing is necessary. Telia will ensure that any persons with the right to process data have undertaken to comply with the confidentiality obligation or that such persons are covered by the appropriate, statutory confidentiality obligation.



As a controller, the Customer is responsible for processing personal and traffic data in compliance with the requirements set by legislation, official regulations and instructions, and for ensuring that it has the right to process the data transferred to Telia. The Customer is responsible for ensuring that it provides Telia with individualised, up-to-date and correct data.

At the Customer's request, Telia may provide the Customer with traffic, personal and other data, as well as reports within the scope of the Act on Electronic Communications Services and other applicable data protection legislation. The requirements of the applicable legislation are always adhered to in the disclosure of data and in the related procedure. The customer undertakes to use the data and reports received from Telia only for the purpose and only to the extent permitted by law for a controller.

Telia processes personal data in compliance with the Agreement and the Customer's written instructions appended to the Agreement. If Telia incurs any costs due to the work required by the Customer's written instructions and assignments, compensation for such costs will be agreed separately.

When the data processing ends, Telia will, at the Customer's option, either delete or return the Customer's personal data, unless their retention is required by law.

Telia will take the agreed technical and organisational actions to safeguard personal data. Such measures must ensure a security level that is appropriate in view of:

- a) the technical possibilities available,
- b) the implementation costs of the measures,
- c) the nature, scope, context and purpose of the processing, and
- d) the special risks related to the processing.

When processing personal data on behalf of the Customer, Telia must help the Customer to ensure compliance with the secure processing of personal data as provided for in articles 32–36 of the EU's General Data Protection Regulation, with due regard to the nature of the processing and for the data available to Telia. If Telia incurs costs due to compliance with the security requirements or by helping the Customer, the compensation of such costs will be agreed separately.

Personal and traffic data may be transferred and disclosed to Telia's partners and subcontractors if this is necessary for service provision. Data may be transferred and disclosed outside the EU and the EEA, provided that the requirements set by data protection legislation are met. Otherwise, Telia will not disclose personal data received from the Customer to any third parties without the Customer's prior consent.

As the processor of Personal data, Telia will forward any requests for personal data by the Data Protection Ombudsman, a similar authority, or a third party to the Customer. Correspondingly, Telia will forward any requests to delete, disclose, rectify or restrict personal data to the Customer and endeavour to help the Customer, to the extent possible and by reasonable technical measures, to respond to such requests. However, the obligations described above in this section are not applicable to Telia if Telia is obliged under law to disclose said data.

Telia will inform the Customer appropriately of any actual or attempted personal data system breaches.

Telia allows the Customer and, by virtue of law, the authorities to carry out audits related to the processing of personal data. The details of an audit carried out by the customer are agreed separately. Telia is entitled to charge the Customer for the costs related to audits.

As required by law, Telia requires that its sub-processor comply with equivalent terms.

## 17 Confidentiality

Each Party undertakes not to disclose to any third party the confidential information that the Party receives or has received from the other Party. Confidential information refers to the content of the Agreement, other information related to the Party or its business and marked as confidential, or information that the Party should have understood to be confidential ("Confidential information"). However, the following are not considered Confidential information:

- a) information that has been or is published in a manner other than in breach of the provisions of the Agreement,
- b) information that a Party can demonstrate was already known to the Party prior to the receipt of the information from the other Party,
- c) information that a Party has received or receives from a third party not bound by a duty of confidentiality in relation to the other Party.

The provisions above in this section 17 do not prevent a Party from disclosing Confidential information where required by law or by a ruling of a court or public authority. In addition, the provisions of section 17 above do not prevent Telia from processing or disclosing any customer, personal or traffic data in accordance with applicable law or granted consent.

Telia is entitled to disclose Confidential information to companies within the same group and to its subcontractors to the extent required to provide the Service. The receiving Party may disclose Confidential information only to its employees, members of its board of directors, consultants and subcontractors whose duties require them to access the Confidential information in order to produce or use a Service

pursuant to the Agreement, or who can be reasonably considered to require access to Confidential information for the purpose intended when the Confidential information was provided to the receiving Party. The receiving Party must ensure that the above persons are aware of and comply with the provisions of this section 17.

The above provisions of this section 17 do not prevent Telia from freely using information or other details that the Customer has provided to Telia in the extent required for its normal service provision and processes.

The confidentiality obligations pursuant to this section 17 will remain in force for two (2) years following the end of the Agreement.

## 18 Intellectual property rights

All proprietary and intellectual property rights related to Telia's Services and products belong to Telia or a third party. For the duration of the Agreement, Telia grants the Customer a limited right of use of the Service pursuant to the Agreement and of the machine-readable versions and documents of the software delivered on the basis of the Agreement. The Service and the hardware, software, documents and other material granted with associated rights of use in connection with it must be used in accordance with the instructions provided by Telia or a third party, such as the owner of the software, and any separate terms of use, and only for the agreed purpose. Upon termination of the right of use, Telia has the right to require the Customer to return or destroy the material, manuals, other documents and software.

The third-party software, hardware, material, documents, and other materials included in the Service may additionally and in a supplementary manner be subject to separate licence terms, which will take precedence over these terms of delivery in the event of a conflict.

Neither Party is entitled to use the trademarks, brands, logos, or other emblems of the other Party without the other Party's prior written consent.

### 18.1 Liability for infringement of intellectual property rights

If a third party brings legal action or a claim against the Customer on the basis that the use of the Service provided by Telia in accordance with the Agreement infringes on the third party's intellectual property rights, Telia will ensure that the Customer is not held liable for costs or damages which the Customer may be obliged to pay under separate agreement or by a court judgement.

Telia's liability in accordance with this section 18.1 only applies to the Customer's use of the Service in the geographical area for which Telia provides the Service

to the Customer. Unless otherwise agreed, Telia provides the Service in Finland. Further prerequisites for Telia's liability are that the Customer:

- a) immediately notifies Telia in writing of the alleged infringement after receiving information of it,
- b) does not accept or enter into any agreement concerning payment or settlement due to any alleged infringement,
- c) provides Telia with all authorisations and information necessary to handle the case, and
- d) allows Telia to solely determine the conduct of the proceedings and to conduct settlement negotiations and provides Telia with all reasonable assistance in the legal process and negotiations.

The above provisions of this section 18.1 apply correspondingly to the Customer's liability and obligation to ensure that Telia is not held liable towards third parties if software or material provided by the Customer to Telia breaches third-party intellectual property rights.

However, Telia is not liable toward the Customer for the infringement of intellectual property rights, if:

- i. the Service is used in contravention of the Agreement,
- ii. the Service has been altered by the Customer or used for a purpose for which it was not planned or approved,
- iii. the Service is used in combination with a product delivered or service provided by a different supplier or developed by the Customer or in contravention of the instructions provided by Telia, or
- iv. legal action or a claim is brought by an entity belonging to the same group of companies as the Customer or an entity over which the Customer exercises control or that exercises control over the Customer.

This section 18.1 determines Telia's full liability in the event of the infringement of third-party intellectual property rights.

### 18.2 Effects of intellectual property infringement on the service

If an infringement referred above in section 18.1 occurs or if, in Telia's consideration, an infringement is likely to occur or have occurred, Telia must, at its own expense, either:

- a) to secure the Customer's right to continue using the Service in such a way that it does not infringe third-party rights,
- b) to replace the relevant part of the infringing Service with an equivalent service that does not infringe third-party rights, or
- c) alter the Service so that it no longer constitutes an infringement.

In the above situations, Telia will amend the Service in such a way that it does not cause significant inconvenience for the Customer.

If none of the alternatives stated above in this section 18.2 are reasonably possible and Telia cannot reasonably offer a different service to the Customer, Telia is entitled to terminate that part of the Agreement concerning the Service to which the alleged or anticipated infringement relates, effectively immediately by notifying the Customer in writing to that effect.

## 19 Compensation for damage and limitation of liability

### 19.1 Limitation of liability

Telia is not liable for indirect or consequential loss or damage, such as the loss of sales revenue, additional costs incurred or damage arising from contractual or other obligations, or damage arising from other indirect loss or damage. Telia's liability for direct damage is limited to damage caused by Telia's negligence.

Telia's monthly liability for direct damage caused by Telia's contribution is limited to an amount corresponding to the amount of invoicing (VAT 0%) for the part of the Service affected by the breach in the month in question, but no more than €2,000 per month. In each calendar year, Telia's full liability is limited to a total of fifteen (15) percent of the contractual annual fees, exclusive of VAT, for the contractual Service affected by the breach, however not exceeding 10,000 euros per calendar year.

Telia is not liable for damages for exercising its rights in accordance with this Agreement, such as closing or restricting a Service in accordance with these delivery terms.

Unless otherwise agreed, Telia is not liable for loss or damage incurred by the Customer due to content of data or loss of or failure to store any Customer content or other data maintained or transmitted on the Services, or any damage caused by a computer virus or equivalent, nor for delay, alteration or loss of data. In addition, Telia is not liable for the Customer's liability to any third party, other than those referred to in section 18.1. The Customer is solely liable for verifying and backing up all of its applications, software, customer data and other customer content in the Services. The Customer is obliged, without limitation, to compensate Telia for all damage caused by any breach of sections 10 and 17.

Notwithstanding the limitations of liability for damage, the Customer is liable to Telia for claims by third parties against Telia due to the Customer's misuse of the Services or the Customer's storage, or for use of the Customer's content in the Service in violation of legislation, the Agreement, or other commitments.

The limits to the liability for damage do not apply in the event of wilful damage, gross negligence, personal injury, or liability under mandatory legislation.

The standard compensation, standard refund, discount, or liability for damage provided in chapter 15 of the Act on Electronic Communications Services (917/2014) does not apply to the contractual relationship between Telia and the Customer. Standard compensation and compensation only apply when the Customer's end customer is a consumer customer. If the liability for compensation arises from Telia's actions, the Customer must, when seeking compensation, prove a justified and substantiated claim by the consumer customer as well as the grounds for and amount of compensation paid to the consumer customer in accordance with mandatory legislation, and specify the share payable by Telia.

### 19.2 Amount and payment of damages

The annual fee pursuant to section 19.1 is calculated as the fixed recurring service fees paid for the twelve (12) months preceding the incident of loss or damage or if, at the time of the incident of loss or damage, the Service has been provided for a period of less than twelve (12) months, by multiplying the average fixed monthly fee by twelve (12). The calculation of the fixed annual fee does not take into account the fees charged for traffic in accordance with the Agreement or other charges based on usage volumes.

Telia has the right to deduct any liquidated damages from the damages payable to the extent that the contractual penalty has been paid for the same delay or error that caused the damage.

If Telia has paid liquidated damages or other standard compensation to a Telecom operator due to its breach of contract, Telia is liable for damages only to the extent that the direct compensable damage suffered by the Telecom operator exceeds such contractual penalty or standard compensation amount.

The Customer may request a price reduction, liquidated damages or damages in writing no later than two (2) months after the defect, delay or damage is discovered or should have been discovered. No such requests may be made by the customer or accepted by Telia after this period.

## 20 Force majeure

Each Party is released of its obligations and liability to pay damages if a breach of contractual obligations or failure to meet the obligations is due to force majeure. An event is considered force majeure if it is unusual and relevant to the case in point, it takes place after the conclusion of the Agreement, the Party had no cause to take it into account when concluding the Agreement, and it is beyond the Parties' control or has an impact that cannot be reasonably avoided or overcome. The

same applies if force majeure affects a Party's subcontractor.

The following are examples of force majeure: war, uprising, foreign exchange restrictions, legislation and official regulations, denial of an export licence, requisition or confiscation, import or export embargo, natural catastrophe, severe epidemic, pandemic, interruption in public transport, telecommunications or energy supply, shortage of means of transport, general shortage of goods, power restrictions, industrial action, fire. With regard to Telia and Telia's Service, force majeure also includes a fault in or delay of telecommunications connections or equipment sourced from or in the possession of a third party, as well as cable damage caused by a third party.

A Party invoking force majeure must immediately notify the other Party thereof. Grounds for release are deemed to exist during the time that a force majeure impedes performance, but for no longer than three (3) months. Following this, both Parties are entitled to terminate the Agreement without the other Party being entitled to claim damages or sanctions based on the termination.

## 21 Expiry of the agreement

### 21.1 Termination

Unless otherwise agreed, an Agreement or Service valid until further notice may be terminated with one (1) month's notice.

A fixed-term Agreement and Service are valid for the agreed term, and it is not possible to terminate the Agreement or Service during the contractual term. A fixed-term Agreement will continue until further notice after the fixed term, unless otherwise agreed. If the use of the Service continues after the fixed term, the Customer is obliged to pay the fees for the Service in accordance with Telia's applicable price list, unless otherwise agreed.

### 21.2 Cancellation

The Customer may cancel a Service that is subject to defect or delay with immediate effect:

- a) if Telia has materially breached the Agreement and has not rectified the matter within thirty (30) days of the Customer's written demand, or
- b) when the Actualised delivery date has not occurred within twelve (12) weeks of the Agreed delivery date for reasons attributable solely to Telia.

Telia may cancel the Agreement, in full or in part, with immediate effect:

- a) when the Customer's Service has been closed for at least one (1) month for a reason other than the Customer's request,
- b) when the Service has been closed at the request of the Customer for at least one (1) year,

- c) when the Service has not been delivered, for reasons attributable to the Customer, within one (1) year from the entry into force of the Agreement,
- d) if the Customer has materially breached its contractual obligations and has not rectified the matter within thirty (30) days of Telia's written demand, or
- e) when the Customer has been placed into administration, a company restructuring procedure or bankruptcy, the Customer has petitioned for a public writ on its creditors, or the Customer has otherwise been declared insolvent.

If, after the conclusion of the Agreement, it becomes apparent that the delivery of the Service in accordance with the Agreement would require construction or similar work that has not been agreed upon in the Agreement and no agreement on the costs related to the work can be reached within a reasonable time, Telia may terminate the Agreement with immediate effect to the extent that the matter affects it. In such a case, the Customer is not obliged to pay for the part of the Service to be terminated.

If, after the Customer's order but prior to the delivery of the Service, it becomes apparent that the ordered Service cannot be provided to the address indicated by the Customer without additional investments and if the parties have not agreed or do not agree on compensation for such investments, Telia and the Customer have the right to cancel the agreement on the Service in question with immediate effect. Telia and the Customer have the above right regardless of whether or not Telia has confirmed the Customer's order. The Parties can also agree on the implementation of the Service using alternative technology and change the implementation method prior to delivery.

### 21.3 Notice of termination or cancellation

Unless otherwise provided in applicable law, notice of termination and cancellation must be made in writing or through the ordering and delivery system referred to in section 3.2. Cancellation must be done without undue delay from the moment when the circumstance giving rise to it became or should have become known to the cancelling Party.

### 21.4 Consequences of the expiry of the Agreement

If the Agreement is cancelled, Telia is not obliged to return service charges that have already been paid to the extent that a service performance can be considered to be allocated to these charges.

At the expiry of an Agreement concerning telecommunications premises and cable placement rights, the Customer must verify that the leased object has been restored by the Customer to at least the condition it was in before the start of the lease. Telia has the right to invoice reasonable compensation if actions for which the Customer is responsible at the leased

object have to be performed by Telia or if they cause harm to Telia's operations.

## 22 Assignment of the Agreement, sublease and sub-assignment

Neither Party is entitled to assign this Agreement to a third party without the other Party's prior written consent. However, Telia is entitled to assign the Agreement in whole or in part without the Customer's consent to an entity within the same group as Telia, and to a third party to which the business referred to in the Agreement or part thereof will be transferred. Telia will notify the Customer of the assignment in advance. In addition, Telia is entitled to transfer its receivables under the Agreement to a third party. After a notification of the assignment of receivables has been submitted, the Customer may acceptably settle the payments only to the assignee.

The Customer does not have the right to lease or transfer, in whole or in part, telecommunications premises services and cable placement rights acquired from Telia to a third party without Telia's prior written consent.

## 23 Order of interpretation

If a discrepancy is observed between the general delivery terms of Telia's operator products and the rest of the agreement document and its appendices, the agreement document and its appendices will be applied first in their numerical order, and these general terms of Telia's operator products will be applied as a secondary option.

## 24 Notifications

The Customer must send notifications related to this Agreement in writing or online to Telia's mailing or e-mail address as stated in the Agreement or subsequently communicated to the Customer, or via an online channel used by the Customer, such as the customer portal.

Telia will send notifications concerning this Agreement in writing or online to the most recent invoicing address provided to Telia, the e-mail address provided to Telia by the Customer, or an online channel used by the Customer, such as the customer portal.

Notifications mailed by a Party are deemed received by the other Party on the seventh day after the mailing, and notifications sent online are deemed received on the business day after their delivery.

## 25 Export restrictions

The Customer is responsible for ensuring that any export from Finland of a device, software or technical

information included in a Service provided on the basis of an Agreement takes place in accordance with the regulations of the country of origin and other foreign trade regulations concerning the export (e.g., EU and US export control laws and regulations). The Customer undertakes, at its own expense, to obtain any required permits from the authorities before the devices, software or related technical information or system containing such devices are exported from Finland.

## 26 Applicable law and disputes

This agreement is governed by the laws of Finland, with the exception of rules concerning conflict of laws.

Disputes arising from the Agreement are conclusively settled by arbitration in accordance with the rules for arbitration of the Finland Chamber of Commerce. The arbitral tribunal will have one member unless the other Party demands a three-member structure. The seat of arbitration is Helsinki, Finland, and the language is Finnish. Notwithstanding the above, each Party is entitled to file a case at the Helsinki district court if the value of the disputed issue does not exceed one hundred thousand (100,000) euros.

## 27 Validity of the delivery terms and amendments

These delivery terms will enter into force on 1.2.2024 and remain in force until further notice. These delivery terms are also applied to Agreements concluded before the entry into force of the delivery terms. These delivery terms replace previous Telia general delivery terms for corporate customers contained in the Agreements of Telia operator products as well as Telia's special terms for telecom operators concerning regulated products.

These delivery terms and other terms related to the service may be amended or supplemented by Telia. The Customer will be notified of the changes at least one month in advance of their entry into force.