

## 1 Scope of application

### 1.1 Application of the delivery terms

These delivery terms are applied to services delivered to a customer by Telia Finland Oyj or any of its Group companies (hereinafter "Telia"). The terms are applied unless the customer and Telia have otherwise agreed in writing.

These terms are not applied to consumer customers acquiring services mainly for purposes other than their business activities.

### 1.2 Terms and conditions for the sale and maintenance of equipment

Telia delivers the equipment sold to the customer according to Telia's General Equipment Delivery Terms valid at any given time. The equipment maintenance services provided by Telia are subject to Telia's General Terms and Conditions for Equipment Maintenance valid at any given time.

### 1.3 Equipment rental terms

In addition to these terms, the delivery of the service-related equipment rented to the customer is subject to Telia's Terms and Conditions for Equipment Rental valid at any given time.

## 2 Conclusion and assignment of an agreement

### 2.1 Conclusion of an agreement

The parties make a written agreement on the service. The agreement is 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 10.3.

### 2.2 Assignment of an agreement

Neither party is entitled to assign an agreement to a third party without the prior written consent of the other party.

Telia, however, has the right to assign, without the customer's consent, either all or part of the agreement to a Group company or a third party to which the business referred to in the agreement is transferred.

Telia informs the customer of the assignment in advance. In addition, Telia has the right to transfer its receivables based on the agreement to a third party. After a notice concerning the transfer of the receivables, payments are valid only when made to the transferee.

## 3 Delivery of a service

### 3.1 Time of delivery

Telia is obliged to deliver the service at the time agreed on or, if the time of delivery has not been specifically agreed on, within a reasonable time from the signing of the agreement.

### 3.2 Acceptance of a delivery

The customer must inspect the service and any service-related equipment immediately after the delivery. A delivery is considered accepted if the customer does not make a written complaint about the defects detected within two (2) weeks of the delivery. Regardless of a complaint, a delivery is deemed accepted if the service does not contain a defect as defined in Section 5.1. The customer is liable for the costs of the inspection and any tests not included in the service.

### 3.3 Customer's obligation to cooperate

The customer must allow Telia access to any necessary equipment rooms, and, to the best of its ability, also otherwise contribute to the delivery of a service. The customer must provide Telia in good time with sufficient and correct technical and other information necessary for the provision of the services, 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 is responsible for the information, instructions and orders it has provided to Telia and for the suitability of the services provided according to them for the intended use.

### 3.4 Delays due to a customer

Telia is entitled to collect any charges related to a service even for a period of non-delivery attributable to the customer. When necessary, Telia stores service-related equipment at the customer's expense and risk for a reasonable time. If the service is delivered after the time agreed on for a reason attributable to the customer, Telia is entitled to select a suitable time for the delivery.

## 4 Provision and use of a service

### 4.1 Provision of a service and service alterations

Telia has the right to provide the service defined in the agreement as it deems best and to use subcontractors to provide the service. Telia is entitled to make alterations affecting the technology and use of the service. If these alterations require changes in the customer's equipment or software, the customer must effect these changes at its own expense. Telia takes every effort to communicate any alterations in the service that will affect the customer within a reasonable time in advance.

A charge fixed by Telia is collected for any changes made in the contents of the service at the customer's request.

A party using a subcontractor is responsible for the subcontractor's performance in the same way as for its own.

### 4.2 Contents of a service and service-specific terms and conditions

The contents of a service and the service-specific terms and conditions are determined according to the service agreement and its appendices.

### 4.3 Licence to use software and documents

Telia grants the customer a licence to use the documents and the object code versions of the software delivered by Telia under the agreement and to use the material and information provided for purposes of testing the service. 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 purposes directly connected with the use or testing of the service. The title and all intellectual property rights to the software, documents, test material and test information and any revised versions thereof 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, translate or modify the material, documents or software, or to place them at a third party's disposal unless otherwise provided by mandatory legislative provisions.

Upon the expiration of the licence, the customer is obliged to return or, at Telia's request, destroy the originals and copies and the data media and documentation in its possession at its own expense.

### 4.4 Customer's equipment and software

The customer is responsible for acquiring the equipment, telecommunications connections and software not included in the service as defined in the service specification or the agreement, and for ensuring that they are in working order. It is also the customer's responsibility to see to it that the equipment and software are approved and do not disturb or interfere with Telia's operations or the traffic in the telecommunications network. Any equipment or software causing interference must be immediately disconnected from the service.

### 4.5 Material delivered through a service

The customer is responsible for any material delivered through a service to other users or to servers belonging to Telia or a third party. In particular, it is the customer's responsibility to see to it that no material sent by the customer or through the customer's service causes disturbance to the telecommunications network, infringes the copyright of a third party or violates good practice, legislative provisions or regulations issued by the authorities. If Telia, the authorities or a third party can show that such material

#### Company information

Telia Finland Oyj  
Teollisuuskatu 15, 00510 HELSINKI, FI  
Registered office: Helsinki  
Business ID 1475607-9, VAT No. FI14756079

# Telia's general delivery terms for business customers concerning services

has been delivered through the customer's service to other users or to servers belonging to Telia or to a third party, Telia has the right to remove such infringing material or prevent its use without hearing the customer

As Telia does not control the material sent to or received from a third party through the service, Telia is not responsible for the availability of such material and information or for their illegal or infringing contents. Further, Telia is not responsible for any damage caused by potential delay, distortion or disappearance of material transmitted by the use of the service.

## 5 Service fault, service maintenance and fault repair

### 5.1 Service fault

A service is considered faulty if it essentially differs from the features specified in the service agreement and if this difference essentially complicates the use of the service.

### 5.2 Service maintenance and fault repair

Telia maintains the service in working order in compliance with the agreement and repairs service faults on weekdays (Saturdays excluded) between 8 am and 4 pm and as soon as possible. At other times faults may be repaired if so separately agreed, and the customer will be charged for the repair according to the price-list.

Telia has the right to interrupt the provision of the service temporarily if this is necessary for purposes of construction, repair or maintenance. Telia takes every effort to keep the interruption short and to cause as little inconvenience to the customer as possible. Telia informs the customer of the interruption in so far as possible.

### 5.3 Maintenance restrictions

Maintenance does not cover the repair of faults that are beyond Telia's control or attributable to the customer, such as:

- 5.3.1 incorrect use of the service, carelessness or neglect in following the instructions on the use or maintenance of the service or in meeting the environmental requirements of the service, or
- 5.3.2 equipment, telecommunications connections, software or specifications not falling within the scope of the service, or an alteration, correction or connection made or accessory used by a party other than Telia.

### 5.4 Fault repair

Telia's liability for a fault in a service is limited to repairing the faulty service for which Telia is responsible or to re-providing the faulty service.

## 6 Infringement of intellectual property rights

### 6.1 Telia's responsibility for intellectual property rights

Telia is responsible for seeing to it that the services it provides do not infringe any intellectual property rights valid in Finland at the time the agreement is concluded.

### 6.2 Defending of rights

If a suit is brought or claims are presented against the customer on the grounds that the use of a service provided by Telia in Finland infringes a protected intellectual property right, Telia attends to the customer's defence as it deems best and pays any compensations the court orders the customer to pay. The customer is not entitled, without Telia's prior written consent, to agree or otherwise settle the matter with anyone who has brought a suit or presented a claim. A precondition for Telia's responsibility is that the customer informs Telia of such claims in writing immediately after learning about them and simultaneously authorizes Telia to attend to the customer's interests and provides Telia with any information and assistance necessary for handling the matter

### 6.3 Remediating proven infringement

If an infringement of an intellectual property right as referred to in Section 6.2 becomes legally valid or if Telia considers

such an infringement probable, Telia acquires, at its own discretion and expense, the right to continue the use of the service or part of the service, replaces the service with a corresponding product whose use does not infringe the said rights or alters the service in such a way that infringement no longer occurs. In this case, Telia also has the right to stop providing the service without a period of notice. Telia's liability for any infringement of immaterial rights is limited to the actions stated in this Section 6.

## 6.4 Liability limitation

Telia is not responsible to the customer for infringement of intellectual property rights occurring because the service has been changed or used for a purpose for which it was not designed or approved, or because the service is used with a product or service provided by another supplier or produced by the customer or contrary to Telia's instructions.

## 7 Identifiers

### 7.1 Customer's identifiers

Having heard the customer, Telia has the right to select the customer's user IDs, numbers, addresses, and other identifiers pertaining to the service (hereinafter "Identifiers"). The Identifiers remain Telia's property, and the customer will have no right to them after the expiry or termination of the agreement, unless otherwise agreed in writing.

### 7.2 Changing Identifiers at the customer's request

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

### 7.3 Telia's right to change Identifiers if

Telia has the right to change the Identifiers if

- 7.3.1 so required by regulations issued by the authorities or by reasons related to the telecommunications network's structure or service or by other technical reasons; Telia informs the customer of the change no later than two (2) months prior to the entry into force of the change; or if
- 7.3.2 Telia has justifiable cause to believe that the change is necessary to ensure the information security of the customer or the service. Telia informs the customer of any changes made for security reasons as soon as reasonably possible.

## 8 Customer information and its use

### 8.1 Providing information

Before a service is opened, the customer must give Telia any information that is necessary for the service and that is requested by Telia (hereinafter "Customer Information") and check that the information registered is correct. The customer must inform Telia without delay of any changes in the Customer Information. The customer is responsible for seeing to it that the users of the service designated by the customer know that their Customer Information is provided to Telia.

### 8.2 Directories and number assistance

Telia has the right to make a list of the Customer Information and Identifiers necessary for the identification of the customers and service users and to publish them in a printed or electronic directory. The information can also be used in national and international number assistance services. The information given by the customer is published according to the terms and price-list applied to directories. The customer has the right to forbid the publication of its directory information and the use of the information in number assistance services.

### 8.3 Disclosure of Customer Information and Identifiers

Telia has the right to disclose Customer Information and Identifiers within the limits allowed or required by valid legislation.



# Telia's general delivery terms for business customers concerning services

## 9 Compensation for costs and damage

### 9.1 Damage caused by negligence

A party is obliged to compensate the other party for direct damage shown by the other party to have been caused by the first party's negligence. A party's liability per month is limited to an amount corresponding to the monthly invoicing related to the part of the service that has been subject to negligence, calculated based on the average monthly invoicing during the six months preceding the damage. If an agreement has been valid for less than six months prior to the damage, the maximum amount of damages is calculated according to the average monthly invoicing during the period of validity of the agreement.

However, if the party, under the agreement or otherwise, is liable to pay the other party contractual liquidated damages, indemnification or similar damages for a breach of agreement, the party's liability for damages is limited to the amount of such standard compensation.

### 9.2 Limitations in liability for damages

A party is not liable for indirect damage or damage that the party cannot reasonably have anticipated. Further, a party is not liable for damage caused by reasons for which the other party or a third party is liable (such as damage caused by the operations of the customer, 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 the party's control (such as damage caused by voltage disturbance, thunder, electrical network, fire, water damage or other accidents). A party is not liable for problems resulting from the exercise of the rights under this agreement, such as problems due to temporary service interruptions referred to in Section 5.2.

A party's total liability is limited to the damage specified in this Section 9. The standard compensation, standard refund, price reduction or liability for damages according to Chapter 15 of the Information Society Code (2014/917) is not applied in a contractual relationship between Telia and a business customer, unless otherwise separately agreed by the parties.

### 9.3 Claims for damages

A claim for damages must be submitted within a reasonable time from the date on which the fault on which the claim is based was detected or should have been detected, or from the date on which the delivery took place.

### 9.4 Faults in equipment in the customer's possession

If the customer, contrary to Section 4.4, connects faulty or interference-causing equipment, specifications or software to the service or if a fault reported by the customer has its origin in equipment, telecommunications connections, specifications or software in the customer's possession, the customer is liable to compensate Telia for any damage and costs caused by the fault tracking.

## 10 Payments and invoicing

### 10.1 Service charges

The customer pays Telia for a service and its use pursuant to a price-list or agreement according to invoicing periods defined by Telia. Telia may also invoice the customer for the charges of other telecommunications companies and service providers used through Telia's service if this has been agreed on with the said telecommunications company or service provider.

### 10.2 Maturity of invoices

Invoices must be settled no later than on the due date indicated on the invoice. If the customer exceeds the credit limit agreed on, or if the total of charges accumulated during an invoicing period is exceptionally high, Telia may invoice the customer differently from the normal invoicing schedule.

In addition to collection costs and handling fees, Telia has the right to charge annual interest for delay under the Interest Act

for overdue payments, starting from the due date of the invoice.

If the customer, despite a payment reminder and closing of the service, has not settled the overdue invoices, any other outstanding receivables related to the service that have not yet become due also fall due for immediate payment.

### 10.3 Advance payment or security

Telia has the right to check the customer's credit information. Telia is also entitled to require an advance payment or security from the customer, if Telia sees it necessary – on account of the customer's credit information, payment history or another justifiable reason – to secure its receivables. Telia does not pay interest on advance payments or securities. Telia has the right to collect its due receivables, including interest for delay and collection costs, from the security or advance payment.

### 10.4 Liability for the use of a service

The customer is responsible for paying the charges for the service to Telia even if a party other than the customer has used the service, unless the customer can prove that the service has been used unlawfully and that the unlawful use has been rendered possible by Telia's negligence.

If the customer's mobile subscription unlawfully falls into the hands of a third party, the customer must inform Telia's customer service of this immediately. Having received the above information, Telia has the right to close the mobile subscription immediately.

### 10.5 Complaints about invoices

Any complaints about an invoice must be made in writing prior to the due date. Notwithstanding the complaint, the customer must pay the undisputed part of the invoice by the due date. If an examination shows that the complaint is groundless, the customer must pay the invoice with interest for delay within two weeks from being notified of the outcome of the examination.

### 10.6 Basic charge

Telia has the right to collect a fixed, time-based basic charge separately for each subscription or service element in accordance with the price-list or agreement, starting from the delivery. The basic charges are collected per invoicing period in advance. The basic charge is also payable for a period during which the service is closed. If an agreement related to the service terminates in the middle of an invoicing period, the basic charge is collected for the entire invoicing period, and the basic charge is not refundable.

### 10.7 Invoice itemization

At the customer's request, Telia provides itemized information on the invoicing to the extent technically and legally possible. Telia is entitled to collect a charge for the itemization according to the price-list.

### 10.8 Changes to a price-list

Telia has the right to change its price-lists and the charges invoiced for the use of a service. The customer will be informed of any increases in prices at least fourteen (14) days before the changes enter into force through a customer magazine or bulletin or otherwise in writing or electronically to the most recent invoicing address or email address given by the customer. If not otherwise agreed elsewhere in the agreement on Telia's right to change the price-lists or the charges invoiced for the use of the service, the customer has the right to terminate the agreement with immediate effect upon the entry into force of the raised prices.

## 11 Closing a service

### 11.1 Customer's right to request closing of a service

Telia closes a service at the customer's request for a specified period or until further notice. Telia collects a charge according to its price-list for closing and reopening the service.



# Telia's general delivery terms for business customers concerning services

## 11.2 Telia's right to close a service

Telia has the right to close all the customer's services if:

- the customer, despite a payment reminder, has failed to pay an overdue receivable of Telia or another telecommunications company within two weeks from the sending of a reminder;
- the customer exceeds the credit limit granted by Telia;
- the customer does not provide the advance payment or security referred to in Section 10.3 within one week from Telia's request;
- liquidation, reorganization or bankruptcy proceedings have been instituted against the customer, or the customer has applied for a public summons for its creditors or has otherwise been declared insolvent;
- the customer has caused interference to the telecommunications network or traffic or to other users or, despite a reminder, continues to use faulty equipment or software;
- unwanted material referred to in Section 4.5 (including so-called SPAM mass deliveries) has been supplied by the customer or through the customer's service to other users of the service or to Telia's or a third party's servers, or if the customer has used the service contrary to good marketing practice;
- the customer, despite a reminder, does not meet its contractual obligations or is essentially in breach of its contractual obligations;
- according to a trade register entry or other such entry the customer has ceased to exist; or if
- the customer cannot be reached in order to settle a matter related to this agreement.

If the customer files a written complaint about an invoice with Telia and pays the undisputed part of the invoice, Telia does not close the service because of non-payment of the part in dispute while the complaint is being examined.

Further, Telia has the right to close the service immediately if the service has been opened based on incorrect information or if the service has been opened by a third party authorized by Telia and if Telia, under Section 10.3, has the right to require an advance payment or security from the customer but no such advance payment or security has been submitted to Telia.

## 11.3 Barring the use

If the customer's failure to meet its liability to pay relates to a service other than a communications service, Telia has the right to bar the use of the said service.

At the customer's or service user's request, Telia prevents the use of the service for other than communications purposes free of charge if this is technically feasible. If the barring is cancelled at the customer's or service user's request, Telia has the right to collect a charge according to the price-list for the measures taken.

## 12 Termination of an agreement

### 12.1 Applying the Information Society Code

The provisions of the Information Society Code (917/2014) on the termination and cancellation of a communications service agreement are not applied between the parties insofar as they are inconsistent with this Section 12.

### 12.2 Agreements valid until further notice

An agreement that is valid until further notice can be terminated with two (2) months' notice.

### 12.3 Customer's right to cancel an agreement

The customer is entitled to cancel an agreement if the service differs essentially from what has been agreed on and if Telia does not remedy the defect or re-deliver the service within a reasonable time from the customer's written complaint or if the delivery of the service is excessively delayed due to Telia's negligence. The customer's right to cancel the agreement concerns only the defective or delayed part of the service.

## 12.4 Telia's right to cancel an agreement

Telia is entitled to cancel a service agreement in full or in part if:

- the service has been closed at the customer's request for over a year;
- the service has been closed for a reason referred to in Section 11.2 for one month; or if
- the customer has essentially breached its contractual obligations and has not remedied the breach within fourteen (14) days from Telia's written request.

## 12.5 Notices of cancellation and termination

Notices of cancellation and termination must be given in writing.

## 12.6 Ceasing to provide a service

Telia has the right to cease to provide a service or a service feature for a justified reason. In this case, Telia has the right to terminate the agreement as regards the parts related to the service or feature concerned by notifying the customer of this within a reasonable time in advance.

## 13 Fixed network connections

In addition, the following terms are applied to fixed network connections:

13.1.1 A telecommunications connection is owned by Telia.

13.1.2 Terminal equipment and internal communication networks are not included in the subscriber connection.

13.1.3 The customer is responsible for seeing to it that there is an internal communications network on the premises to which the subscriber connection can be connected and which complies with the technical regulations valid at any given time and is appropriately documented.

13.1.4 The customer is responsible for the power supply required by the connection.

13.1.5 The customer is liable for any extra costs caused by the building of the connection or the transfer of the connection to another address.

13.1.6 If necessary, the customer acquires, at its own expense, any permissions that Telia may need to build the connection.

## 14 Mobile services

In addition, the following terms are applied to mobile services:

14.1.1 Telia is entitled to decide on the territorial coverage of its mobile networks. Telia does not guarantee that the service will function everywhere within the coverage area of the service. Telia is not responsible for any restrictions in the use of the service abroad.

14.1.2 Telia owns the SIM card required for the use of a subscription. The customer is responsible for any costs caused by repair, renewal or change of a SIM card.

14.1.3 When the customer uses the mobile subscription abroad, the customer must comply with the legislation of the country concerned and with the instructions and regulations issued by the service provider.

14.1.4 When the customer uses the mobile subscription abroad, the customer's data protection is governed by the legislation of the country concerned and by the practice of the network operator.



# Telia's general delivery terms for business customers concerning services

## 15 Other terms and conditions

### 15.1 Confidentiality

Each party undertakes to keep confidential any confidential material and information received from the other party. Telia reserves all rights to the material and information supplied, and without a separate written agreement the customer has no right to utilize them otherwise than directly in connection with operations under the agreement. Upon termination of the agreement, each party must return the information and material received from the other party and destroy all material and copies in its possession.

Each party is responsible for seeing to it that all its employees and any subcontractors used by the party agree to be bound by the above confidentiality obligations.

This confidentiality clause will survive the termination of the agreement.

### 15.2 Settlement of disputes and applicable law

This agreement is governed by the laws of Finland. Any disputes arising from this agreement are settled, according to the plaintiff's preference, at the District Court of Helsinki or at the court of first instance of the defendant's domicile.

### 15.3 Order of priority

If there is any discrepancy between the signed agreement document and its appendices, the agreement document prevails over the appendices, and the appendices then have priority in the numerical order.

### 15.4 Notices

The customer must send any notices related to this agreement in writing or electronically to Telia's address as indicated in the agreement or communicated later on.

Telia sends any notices related to this agreement in writing or electronically to the invoicing address most recently given by the customer or to the e-mail address the customer has given to Telia.

Notices mailed by Telia are deemed received by the customer on the seventh day after the mailing, and notices sent electronically are deemed received on the weekday following their transmission.

### 15.5 Force majeure

A party to this agreement is released from 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 of force majeure is considered to be constituted by a relevant, unusual event which takes place after the signing of the agreement, which the party to the agreement has had no reason to take into account when concluding the agreement, 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, serious epidemic, pandemic, discontinuation of public transportation, telecommunications or supply of energy, shortage of means of transportation, general shortage of goods, restrictions on driving power, labour 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, and defects or delays in deliveries by subcontractors caused by any of the aforementioned reasons.

If the fulfilment of a contractual obligation is delayed for a reason mentioned in the preceding paragraph, the duration of the period for the fulfilment of the contractual obligation is extended by a period deemed reasonable in view of all the circumstances relevant to the case.

## 16 Customer as a corporate or association subscriber

If the customer is a corporate or association subscriber referred to in the Information Society Code (917/2014) and if Telia provides service to the customer and processes the corporate or association subscriber's or user's data and/or messages while providing the service, Telia acts as the corporate or association subscriber's subcontractor. The customer is responsible for having all the rights and consents needed for processing the data (including traffic data and personal data) and/or messages, irrespective of whether the data and/or messages are processed by the customer itself or by Telia by the customer's order. With regard to the personal data processed, the customer acts as a controller referred to in the Personal Data Act and authorizes Telia to process the personal data in the capacity of the customer's subcontractor to the extent required by the service.

## 17 Validity of the delivery terms

### 17.1 Entry into force of the delivery terms

These delivery terms enter into force on July 1, 2015 and remain in force until further notice.

### 17.2 Amendments to the delivery terms

Telia is entitled to amend these delivery terms. The customer will be informed of new delivery terms at least one month prior to their entry into force through customer bulletins or otherwise in writing or electronically. If the terms have been substantially amended to the customer's detriment, the customer has the right to terminate the agreement without a period of notice within one month from the notification, unless the amendment is attributable to amendments in legislation or to authority decisions or to a reason specified in the terms and conditions of the agreement.

