

SAAS TERMS 09

ELISA'S SPECIAL TERMS AND CONDITION FOR SAAS SERVICES, CORPORATE CUSTOMERS**1 General**

These terms and conditions apply to delivery of "Software as a Service" services (hereinafter "service"), as described in detail in the service agreement concerning the delivery thereof by Elisa Corporation (including any company belonging to the Elisa group; all collectively "Elisa") to corporate customers and other customers of similar nature.

In these terms and conditions, the term "customer" shall mean a legal person (e.g. company, association) that acquires the services as an end user, including also natural persons that acquire the services mainly for other purposes (i.e. business purposes) than their private use.

In the event of any contradiction between the service agreement and these terms and conditions, the agreement will prevail and the attachments of the agreement in numerical order. The order of precedence is as follows:

1. the service agreement
2. the service description
3. the prices/price attachment
4. the service specific terms and conditions
5. these SaaS services terms and conditions.

If the service or software contains programs or program components manufactured or produced by a third party, the customer shall accept and comply with the license or service terms of such third party in addition to these terms and conditions.

The information presented in any printed or electronic marketing material, brochures, or other material becomes a part of the agreement only if so separately agreed in written.

2 Conclusion of the agreement

The parties shall conclude the agreement in writing. The conclusion of the agreement takes place and the agreement is effective as of the signing by the parties thereof or, alternatively, the order confirmation by Elisa or when Elisa has otherwise accepted the order of the customer. Respectively, the agreement is also concluded upon the acceptance by the customer of Elisa's valid offer.

3 The service and use of the service

The service is a software application service which Elisa produces via net. The software is installed at a server of Elisa, Elisa's subcontractor or a third party licensor. The service is used via Internet or other data connection.

Elisa is entitled to produce the service as it deems best and to use third party licensors and subcontractors. Elisa has the right to change the working methods, hardware, data communication links, software, or other system components used in the production of the services, or to change third party licensors or subcontractors.

Depending on the service, Elisa grants the customer a licence or a right to use the software and/or the service according to the agreement documents and during the agreement term. The licence and the right to use is non-exclusive and non-transferable. The service and software may be used within the country of sales if not otherwise agreed.

Elisa delivers user instructions to the customer. Training is not included in the service, if not otherwise agreed.

The service may include devices (e.g. mobile phones or laptops) if so described in the service description and agreed between the parties. The service does not contain telecommunication data connections, subscriptions or capacity, hardware, other equipment, other software, or security and protection systems as part of the service (hereinafter facilities). The customer shall, at its own costs, purchase and obtain the facilities. The customer shall assume full liability of these facilities, including configurations and settings, affecting the service.

The parties may agree that Elisa delivers a solution containing both SaaS services and other services and/or products. Terms of the non-SaaS service part of a delivery are agreed separately.

The use of the service may require that user interface software or other client software, that allows the device to access or use the service, is installed on a customer's device.

The customer may use the service only for its own internal use. The customer may not resell, distribute, make any commercial use of, use on a timeshare or service bureau basis, or use to operate a web-site or otherwise generate income from the service.

The customer may authorise only named users to use the service. The customer is liable towards Elisa for any service related claim presented by the user(s) or third parties.

The customer is prohibited to reverse engineering, decompiling, disassembling or otherwise discovering the service or the service APIs or the software. The customer may not develop, change or modify the service or software or copy the software.

When using the service, the customer shall comply with all applicable laws and regulations.

The parties may agree on an agreement for the right to use the service also in case the customer itself has purchased the software licenses. In this situation the customer grants Elisa a right to check from the licensor that the customer has the required licenses and the term of such licenses. If the license term ends earlier than the service agreement term, Elisa has a right to change the service charges to correspond service including the required license or, up to Elisa's discretion, to discontinue to deliver the service. Elisa is not responsible of any disconnection or suspension of the service due to non-existence of such licenses.

Use of the service and website are at the customer's sole risk. Elisa is not responsible of any information, materials, goods or other services provided by a third party and obtained through the service or website.

Elisa gives no warranty of:

- a) the service's fitness for a particular purpose or that the service will meet any customer requirements;
- b) that the service will be uninterrupted, timely, error free or malware free;
- c) non-infringement of the service; and
- d) that the service can be used for high risk activities in which the failure of the service could lead to death, personal injury, or property or environmental damage. Elisa takes no responsibility if the service is used in high risk activities.

4 Delivery and acceptance

Elisa shall deliver the service upon the agreed date or within the agreed time period. If no delivery date or time period has been agreed, Elisa shall deliver the service within reasonable time after the signing of the agreement or order confirmation by Elisa. The service is delivered on the date Elisa informs the customer that the service is available for use. The service including devices is delivered on the date Elisa informs the customer that the service is available for use and the device is collectable by the customer and the customer has been notified thereof.

The customer shall provide Elisa with sufficient and accurate information to enable, and also otherwise contribute in a best possible manner to, the delivery of the services. The customer is responsible for the information and instructions referred to herein and for their updates.

If the service includes data saving functionality, Elisa's responsibility of the saving in the service transition will start at the point the data is saved

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and Elisa has informed the customer that the saving was done successfully.

If the delivery is delayed for the reasons attributable to the customer or third party, including a third party licensor or Elisa's principal, the time of delivery will be postponed until the cause of the delay has been corrected or removed.

The customer shall immediately after the delivery check the operation of the service and associated devices and notify the supplier of any defects or failures without any delay. If the customer has not notified the supplier of the defect or failure in seven (7) days as of the date of delivery or when the customer started to use the service for its normal purpose (production use), the service and the delivery thereof is deemed to have been accepted by the customer. Any defect or failure that does not materially hinder the use of the service or software shall not prevent the acceptance, but Elisa shall correct such defect or failure without undue delay.

The parties may agree of a test period during which the customer may test the service. Elisa assumes no responsibilities and has no liability during the test period. During the test period the customer has no payment responsibilities of the service charges but the customer shall comply with the agreement and these terms and conditions otherwise.

5 Availability, support and maintenance of the service

The service, any software and the right to use software are provided "as is" and "as available". The service is available for use on 24/7 basis excluding temporary maintenance, updating or repair breaks, due to operations possibly needed for ensuring or restoring the availability, performance, returnability, data security, or manageability of the service, or other similar breaks. Elisa does not assume any liability due to such breaks. Elisa shall inform the customer of the breaks whenever reasonably possible.

Elisa is responsible of that the service will perform substantially in accordance with the applicable service description or the latest version of the end user documentation. This clause does not apply if the service failed because of an accident, abuse, misapplication or unauthorized modification.

Any devices included into the service and used by the customer will be replaced and repaired, taking into account the normal wear and tear. The customer shall not maintain, change, or alter the devices or the associated software without Elisa's approval.



Elisa shall maintain the service and provide support for the service pursuant to these terms and conditions, unless otherwise agreed. Elisa provides customer support for the service. If not otherwise informed, help desk is available at 8 am – 4 pm Finnish time.

Fault notifications may be made 24 hours a day. In a fault situation Elisa will, up to its discretion, correct or re-perform the service or deliver a substituting service. Unless otherwise agreed, Elisa shall initiate corrective actions on a fault in Elisa's responsibility within three (3) days as of the receipt of the notification. Any cause preventing the correction work that is in the customer's or third party's responsibility or which is not attributable to Elisa shall stop the running of the response time. If Elisa is unable to correct or re-perform the service or to deliver a substituting service within a reasonable time, Elisa will provide the customer a refund for any fees paid for the service from which the service was not available for use due to Elisa. Refund is the customer's only remedy. Elisa decides the way of correction, replacement or substituting but the operation may require some actions and operations from the customer too.

The defect is deemed to have been corrected, when the service operates in a joint test performed by the parties or when the customer finds the service to be in operation, but in all events in one (1) day from the moment Elisa informed the customer that the defect has been corrected.

Elisa has no obligation to correct defects or failures in a third party software. Additionally, Elisa has no obligation to correct defects or failures that are caused by the customer, user or third party, such as erroneous use of the service, non-compliance with the user instructions of the service or device, or hardware, software, settings, connections, or other facilities outside the scope of the agreement.

If a defect notified by the customer is not included into the coverage of Elisa's support and maintenance, Elisa has a right to charge the customer for the work related to the search and identification of the defect pursuant to Elisa's standard price list in force from time to time or, regarding to Elisa's subcontractors work, pursuant to charges of such subcontractor. Further, Elisa may charge the customer for any work that is not covered by the agreed service.

6 Backup copies

The customer is responsible for taking backup copies of its data, files and documents saved by using the service or saved into the service and of its system, and for verifying their functionality, unless otherwise agreed in writing. Elisa is not responsible

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for any damage due to data, files or documents being destroyed, lost, or changed, nor for the costs related to re-creating them.

7 Versions, changes to the service

The service supports limited number of operating systems and requires some helper applications, including client software, and equipment. Supported combinations may be changed during agreement period. Elisa maintains a list of current supported versions of required components and informs the customer which versions the customer shall use.

Elisa has no obligation to provide the service if the customer uses software, software version, equipment or other facilities that are not in compliance with the service, or support and maintain the service in an environment differing from the service environment of other Elisa's customers.

The customer shall allow any automated updates. If updating of the service requires, the customer shall carry out the service version transfer or other maintenance in cooperation with Elisa. If Elisa is used to perform needed modifications or other related modifications, which normally should be performed by the customer, Elisa may invoice these services according to Elisa's then current price list.

Elisa is entitled to change the service if such change is necessary due to mandatory legislation or a decision by a competent authority or the change relates to the changes by third party licensor or hardware or software manufacturer to its products or license terms.

Elisa has a right to change the technical architecture and functionality of the service provided that the overall performance of the service is not decreased.

Elisa has a right to discontinue the service or feature thereof for a justified reason and if the overall performance of the service is not materially affected. In such instance, Elisa may terminate the agreement for the service or feature thereof by notifying the customer reasonably in advance.

In case a change in the service environment requires the customer's data to be transferred to the new software or hardware environment, Elisa shall inform the customer of the change two (2) months in advance. Otherwise Elisa shall inform the customer of the changes whenever reasonably possible and if the change affects the service. Elisa is not liable for possible alterations required to the customer's facilities, including but not limited to hardware, equipment, software or other operating environment, or the costs associated thereto, as a result of these changes.



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8 Inappropriate use of the service

The customer shall use the service so that the use causes no disruptions to the service or other users of the service. The customer shall not send mass mailings in contrary to legislation or orders of authorities. The customer is liable for the material or content transmitted via the service or by using the service to other users or to servers of Elisa or third parties and the material and content saved by using or into the service. The customer shall also ensure that any customer facility, any material or content of the customer, or any material or content transmitted through the service, do not cause any disruption to the service or the availability thereof, be in offence of good moral or the applicable legislation or authority decisions or recommendations, or infringe any intellectual property rights.

If Elisa, competent authority or a third party claims that such material or content has been transmitted through the service or to the servers of Elisa or third party, Elisa has a right to remove such material or content or prevent the use of the service, without notifying the customer thereof and by using whatever measure available. The customer is liable for the loss or delay of the material or content or any changes thereto as well as for any claims or disputes arising out of such material or content and the damages relating to such material and content.

9 Suspension of the service

Elisa has a right to suspend or disconnect the service wholly or partly if:

- Suspension or disconnection is necessary for repair, upgrade, or maintenance of the service, or part thereof, or when it is otherwise necessary to ensure the availability or operation of the service. Elisa shall notify the customer of such suspension or disconnection whenever reasonably possible;
- The manner the service is being used or any facility within the responsibility of the customer has caused or causes disruption, harm or disturbance to the service or other service users;
- Required financial or other security has not been given by the customer;
- The customer has, notwithstanding a reminder, failed to pay any charges based on the agreement;
- The service is used for, or Elisa has reasonable doubts that the service is used for, illegal or immoral activities;
- The customer transmits unwanted or unsolicited material or content (e.g. spam) through the service;
- Application has been filed in order to place the customer into liquidation or start the bankruptcy proceedings or the customer has been found otherwise insolvent; or

- The customer fails to comply with the agreed terms and conditions.

The suspension or disconnection of the service does not release the customer from the obligation to pay non-volume based charges. In the event of the disconnection or interruption being attributable to the customer, Elisa may charge the customer for reconnecting or opening of the service pursuant to Elisa's then current standard price list.

10 Charges

The customer shall pay to Elisa the agreed charges, or in the absence of such agreement, pursuant to Elisa's standard price list in force from time to time. The customer is responsible for paying VAT and any applicable regulatory fees.

During the term of the agreement, the parties may agree on increasing the service volume, as capacity or users, and the new charges thereof. Charges may not be decreased if not agreed otherwise.

Elisa shall always have a right to change the charges of the service, which is being invoiced continuously, by informing the customer of such change in writing (e.g. in an invoice) minimum thirty (30) days in advance of the effective date of the change. If the change is not to the benefit of the customer, the customer may terminate the agreement by writing fourteen (14) days prior the effective date at the latest and the agreement terminates then on the date the change comes into force. If the customer does not terminate the agreement, the new charges comes into force.

If the service provided by Elisa includes services subcontracted or licensed from a third party and such party changes its charges, Elisa shall have the right to change the charges accordingly. Elisa informs the customer of such change in writing (e.g. in an invoice) minimum fourteen (14) days in advance.

Elisa is entitled to change its charges at any time provided that taxation of the service is changed, the relevant authorities change their fees related to the service, or the change of charges is required in the applicable legislation or by a competent authority.

If the customer has required a work to be done as an overtime work or by using a special arrangement, Elisa may charge any extra costs thereof. Other services or work not belonging to the service shall be charged pursuant to Elisa's standard price lists in force from time to time if not otherwise agreed.

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11 Invoicing, term of payment

The obligation to pay charges commences upon the date the service is delivered. In the situation of a possible test period, the obligation to pay charges commences upon the date following the last date of the test period if the agreement continues to be in force. Obligation to pay charges ends at the expiry of the agreement or the appropriate termination period.

Elisa shall invoice the services in accordance with the invoicing periods determined by Elisa. The term of payment is 14 days net as of the date of the invoice, the interest on delayed payments being pursuant to the Interest Act of Finland in force from time to time. Any complaints in relation to the invoice and the undisputed portion thereof must be paid by the due date. Any payment reminder is chargeable pursuant to Elisa's standard price list.

The customer is liable for the payments even if the service has been used by someone else than the customer. This liability is not excluded or limited even if the invoicing address, as notified by the customer, is the user's address. Elisa may inform the user of the customer's breach of the agreement or these terms and conditions.

Elisa may, before the conclusion of the agreement or at any time thereafter, require prepayments or financial security, if, based on the credit record or payment pattern of the customer or for any other justified reason, Elisa deems it necessary to ensure the receipt of the customer payments. No interest will be paid for the prepayment or security. Elisa has a right to set off any overdue payment plus the collection fees and interest on the overdue amount from the prepayment or security.

12 Confidentiality

The customer undertakes to keep in confidence any material or documentation given by Elisa and any information that has been marked as confidential or that must be understood as being confidential in nature. The customer may use such material or information only for the purposes of the agreement to the exclusion of any other purpose.

At the expiry or termination of the agreement the customer shall promptly return to Elisa any material or information referred to above as well as destroy any copies or derivatives thereof or any material that includes Elisa's information. The customer undertakes to ensure that its employees and/or subcontractors, if any, commit to the confidentiality undertakings described herein. The confidentiality undertakings shall survive any expiry or termination of the agreement.

13 Data protection, data collection

The customer shall ensure sufficient protection of its data connection, equipment, software and other facilities including, but not limited to the use and maintenance of sufficiently effective virus protection software and other protective measures.

The customer shall process any reports and any other information given by Elisa in relation to the services only to the extent and for the purposes permitted by legislation.

The service may allow the customer to collect and save identification data, e.g. to record meetings. Before using the service or any such feature, the customer shall obtain any required consents thereof. The customer shall comply with all applicable laws and is liable thereof.

14 Intellectual Property Rights

All the intellectual property rights relating to or embodied in the software and the service, any service documents and any work provided in relation to the service and documentation thereof belong to Elisa or Elisa's subcontractors or a third party licensor who has issued a license to Elisa and the rights are not transferred to the customer.

The customer may not remove, modify or obscure any copyright, trademark or other proprietary rights notices that is contained in the services.

Regarding to a service which is produced by Elisa itself, Elisa shall ensure that the service do not as such infringe any intellectual property rights in Finland upon the conclusion of the agreement.

Separate right to use, license or service terms are applied in services manufactured or produced by a third party, including licensors. In those terms intellectual property rights may be defined in addition to these terms.

If a claim is made to or a suit is brought against the customer that the service produced by Elisa itself is infringing any intellectual property right, Elisa undertakes to arrange the defence as Elisa deems fit and indemnifies the customer for the damages awarded to the claimant provided that the customer has notified Elisa of such claim or suit immediately, authorises Elisa to act on behalf of the customer and gives Elisa all the necessary information and assistance.

In the event of the above infringement judgement gaining legal force or Elisa at its discretion considers it likely, or Elisa at its discretion considers other intellectual property rights infringement likely, Elisa may, again at its discretion, acquire a right to



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continue the use of the service or its portion, replace the service or its portion with another, equivalent service or change the service so that the infringement no longer exists. Elisa may also terminate the service with immediate effect.

Elisa's responsibility described herein does not cover any infringement that relates to service or software manufactured or produced by a party other than Elisa. Additionally, Elisa's responsibility described herein does not cover any infringement that arises out of changes or modifications by the customer to the service, use of the service contrary to the agreement or Elisa's, a third party licensor's or Elisa's principal's instructions, or the use of the service in combination with another service produced by other provider or the customer.

Elisa's responsibility and liability for the intellectual property rights or the infringement thereof is limited to the obligations described in this section.

The customer grants that any use of software, computer programs or documents which the customer has given for Elisa's use do not infringe any third party's intellectual property rights. The customer shall acquire all the needed rights and fully indemnify Elisa of any infringement claims.

15 Identifiers

Elisa shall give the appropriate identifiers, (user-IDs, passwords, numbers and other emblem) in relation to the service only for the agreed purpose. If allowed in the service description, the customer may generate the identifiers for its own use. After the expiry or termination of the agreement the customer has no further rights to any identifiers given by Elisa and the customer and shall not use the identifiers.

Elisa delivers the identifiers to the customer by mail, email or SMS to an address, email address or phone number given by the customer. The customer shall inform Elisa of any contact detail changes.

Elisa has a right to change the identifiers referred to above due to decisions by competent authority or requirements relating to the service or technical arrangements. Elisa shall inform the customer of such changes reasonably in advance.

The customer shall keep the identifiers in confidence and ensure that they are not disclosed to third parties. The customer shall inform Elisa immediately if an identifier has revealed or has supposed to be revealed to any third party or the service is otherwise used unauthorised. The customer is solely liable for the use of identifiers and use of the service whether the use is authorised or not.

16 Force majeure

Elisa is released from all contractual obligations and liability (e.g. for damages) if Elisa's performance is effected by force majeure. An event of force majeure is an incident, which was not reasonably foreseeable and/or the consequences of which cannot be reasonably removed or avoided, including, but not limited to incident that makes the performance by Elisa of its obligations under the agreement unreasonable, occurrence of national emergency, strike or equivalent labour action, fire, thunderstorm, storm or other natural disaster, decision by a competent authority, cable or network damage caused by a third party, flooding or equivalent water related accident, overcharge or other peak in the electricity supply, or discontinuation of essential raw material.

This Force majeure sections also applicable in the event of force majeure of Elisa's subcontractor insofar as such subcontractor cannot be replaced without unreasonable costs or materially affecting the timing of Elisa's performance.

17 Limitation of liability, damages

Elisa's liability arising out of or in connection with a defect in the service is limited to the correction of the defect or failure or, alternatively, re-performance of the service.

Notwithstanding anything else to the contrary in these terms and conditions or the agreement, Elisa shall not be liable for any indirect or consequential damages, cost or expenses including, without limitation, loss of profit, revenue, production, business opportunities or other benefits, loss or delay of data, damages arising out of a breach by the customer of agreements with third parties, or any other similar or equivalent damages.

In all events Elisa's liability is limited to the direct and proven damages incurred by the customer as a result of such defect or delay caused by Elisa in negligence.

With regard to a service that is being delivered and invoiced continuously, Elisa's liability may not exceed an amount equal to monthly service fee of the service the damage relates to times three (3). With regard to one-time deliveries, Elisa's liability may not exceed an amount equal to fifteen (15) % (percent) of the price of the services the damage is related to or, if the damage is not related to any specific service, of the total price of the agreement.

In the event the parties have agreed upon a special compensation to apply to a certain breach (e.g. liquidated damages for delays or other breaches, service credits, etc.) such compensation is the



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customer's sole remedy and Elisa's liability shall not exceed the agreed amount. If Elisa has paid any compensation or damages to the user of the service, the customer is not entitled to receive compensation or damages for the same defect or delay.

The customer shall present its requirements and claims to Elisa within one (1) month from the date the defect which the claim relates to was noticed, or should have been noticed, but in any event within one (1) month from the delivery.

Elisa shall not be responsible and liable for i.e. the following matters and costs, expenses and damages thereof:

- the facilities the customer is responsible to acquire for e.g. data connections and capacity, hardware, other software and security measures;
- the material and content that the customer has saved by using the service or transmitted via the service and that the material and content or its content is correct and usable;
- any unauthorised use or attempted use of the service;
- compensation defined in right to use, license or service terms of software or service manufactured or licensed by a third party;
- disturbances or interruptions of the service due to data network; or
- defects and failures in VoIP even if this is a part or a feature of the service.

The customer is responsible and liable of any costs, expenses and damages of Elisa due to unauthorised installation, use, copying, reproducing and/or distribution of the service, software or their parts.

18 Agreement term and termination

The agreement period is determined in the agreement.

If not agreed otherwise,

- i) an agreement with a fixed period will after the fixed period automatically be continued with additional one (1) year terms, unless terminated in writing at least three (3) months prior to the end of the fixed period or any subsequent period(s); and
- ii) an agreement that is in force until further notice may be terminated at any time with a three (3) months written notice.

If the agreement is terminated by the customer, any charges paid in advance shall not be returned.

The customer has a right to terminate the agreement by a written notice with immediate effect in the event of i) a material breach by Elisa of its obligations, which breach is not corrected within a reasonable time; or ii) an unreasonable delay in the delivery of the service due to Elisa's negligence. If

the breach or delay referred to herein concerns only part of the agreement or a specific service, the termination right applies only to that part of the agreement or specific service.

Elisa has a right to terminate the agreement in whole or in part by a written notice with immediate effect in case: i) the customer has materially breached its obligations under the agreement, and has not cured such breach within a reasonable time of Elisa's written notice; or ii) the customer has not paid an overdue invoice within fourteen (14) days after having been notified thereof in writing; or iii) the customer has been declared bankrupt, placed under enterprise reorganisation procedure or is otherwise insolvent; iv) a third party licensor or Elisa's principal does not provide or ceases to provide the license or service to Elisa or the customer; or v) the service usage has been completely ceased for more than one (1) month. Except the provision iv) above or unless the termination results from a force majeure, the termination by Elisa does not release the customer from its obligations to pay the non-volume based service fees for the agreed period.

Before expiry or termination of the agreement, the customer may copy or print out the data it has saved to the system by using the service or software. After the agreement term Elisa may delete the customer data which is saved into the system and Elisa has no obligation to restore the customer data.

Upon the expiry or termination of the agreement, the customer must return to Elisa any devices included in the service, or any material given to the customer by Elisa in their original conditions taking into account normal wear and tear, at the customer's cost. The customer shall also return all copies of licensed software or destroy them and remove all copies of software, user interface software and client software from the customer's devices or otherwise render those permanently unusable.

No interest will be paid on the service fees to be refunded, if any. Any one-time fees relating to the delivery (e.g. opening fees or charges) will not be refunded.

19 Miscellaneous

Notices: Elisa shall send invoices and other notices to the invoicing address as notified by the customer to Elisa. The customer shall inform Elisa of any changes in the customer's contact details.

Assignment: A party has no rights to assign or transfer the agreement without the prior written approval of the other party. However, Elisa has a



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right to assign and transfer the agreement to a company belonging to the same group of companies as Elisa, or to a third party acquiring the business, in Finland. Elisa has a right to transfer any receivable under or relating to the agreement to a third party.

Export control: Exporting software, materials, data, and other products and their parts without the written permission of Elisa, third party licensor, and/or a competent court or authority, or against their orders, is not allowed.

Changes to terms and conditions: With regard to agreements in force until further notice, Elisa has a right to change these terms and conditions, service specific terms and conditions, or the basis of the prices by informing the customer of such change in writing (e.g. in an invoice) minimum thirty (30) days in advance of the effective date of the change. If the change is not to the benefit of the customer, the customer may terminate the agreement by writing fourteen (14) days prior the effective date at the latest and the agreement terminates then on the date the change comes into force. If the customer does not terminate the agreement, the changes comes into force. Any change in the service description shall not be deemed as changing the terms and conditions or a breach of the agreement.

Applicable law: The agreement (including these terms and conditions) is construed and governed by the laws of Finland without regard its choice of law provisions. The parties shall endeavour to settle any dispute or controversy arising out of or in connection with the agreement in amicable negotiations. However, in the event of such negotiations failing and if not otherwise agreed, the competent court for the dispute or controversy is the District Court of Helsinki, Finland.

The effective date of these terms and conditions: These terms and conditions shall be effective as of and upon 10 June 2009 and remain in force until further notice.