

ELISA'S GENERAL TERMS AND CONDITIONS, CORPORATE CUSTOMERS

1 General

These terms and conditions apply to delivery of telecommunications products and services, as described in detail in the agreement concerning the delivery thereof (hereinafter the "service") by Elisa Corporation (including any company belonging to the Elisa-group; all collectively "Elisa") to corporate customers and other customers of similar nature. In addition to these terms and conditions, Elisa's service specific terms and conditions, if any, shall apply. Further, the IT2000 –terms and conditions (YSE and relevant special terms and conditions) shall apply to the delivery of software.

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 agreement on the delivery of the services;
2. the service specific terms and conditions;
3. the service descriptions;
4. these general terms and conditions.
5. prices/price attachment

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 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. Equipment (e.g. hand sets or other terminals) are deemed to have been delivered upon the moment it 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.

The customer shall, at its own costs, purchase and obtain all the hardware, software, security measures, subscriptions and connections needed for the service, unless otherwise agreed by the parties. The customer shall, at its own cost, ensure that the service environment is in compliance with the instructions given by Elisa. If

Elisa is to do the installation, Elisa will give such instructions sufficiently in advance.

To enable a timely delivery, the customer shall ensure that the place of delivery the service environment is from the technical, data security and operational aspect sufficiently prepared and equipped for the service (e.g. the internal wiring and cabling of the building); that the premises and the hardware (including the embedded software) are in full compliance with the requirements set forth for the hardware to be connected to telecommunications network; and that Elisa has both IT- and other (e.g. physical) access to the customer's hardware, systems and premises.

If the delivery is delayed for the reasons attributable to the customer or third party, 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 equipment 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 hardware shall not prevent the acceptance, but Elisa shall correct such defect or failure without undue delay.

4 The use and maintenance of the service

Elisa is entitled to produce the service as it deems fit and to use subcontractors. In the absence of a specific agreement, Elisa shall not be responsible for the suitability of the service for the specific purpose of the customer. In view of the nature of the service, Elisa does not guarantee uninterrupted availability of the service.

The customer shall use the service at its own risk and 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 shall assume full liability for the hardware and other configurations and settings affecting the service. The customer shall be responsible for the acquisition of security and protection systems for its software, hardware and other assets.

Elisa shall maintain the service pursuant to these terms and conditions, unless otherwise agreed. Elisa's responsibility for support and maintenance covers only Elisa's own communications network to the exclusion of the internal wiring and cabling of the customer building.

Any leased equipment and hardware owned by Elisa, but being 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 change or alter the equipment or hardware or the associated software without Elisa's approval.



Fault notifications may be made 24 hours a day. 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. The customer shall not maintain or change the service without Elisa's consent.

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, noncompliance with the user instructions of the service or equipment, or hardware, software, settings or connections outside the scope of the service.

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.

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. Further, Elisa may charge the customer for any work that is not covered by the agreed service.

5 Changes to the service

In the event of development in the telecommunications sector or Elisa's own operation, Elisa has a right to change the technical composition of the service provided that the overall performance of the service is not decreased.

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

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.

Elisa shall inform the customer of the changes whenever reasonably possible. Elisa is not liable for possible alterations required to the customer's hardware, equipment, software or other operating environment, or the costs associated thereto, as a result of the changes by Elisa.

6 Inappropriate use of the service

The customer shall use the service so that the use causes no disruptions to any other service or equipment. The customer is liable for the content transmitted via or by using the service to other users or to servers of Elisa or third parties, and for ensuring that any equipment or material or content of the customer or transmitted through the service, do not cause any disruption to the com-

munication network or the availability thereof, be in offence of good moral or the applicable legislation or authority decisions or recommendations, or infringe third party 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.

7 Disconnection of the service

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

- Disconnection or interruption is necessary for repair, upgrade, maintenance, and/or construction of the communications network relating to the service, or part thereof, or when it is otherwise necessary to ensure the usability or operation of the service. Elisa shall notify the customer of such disconnection or interruption whenever reasonably possible;
- The manner the service is being used or any equipment within the responsibility of the customer has caused or causes disruption to Elisa's equipment, to public or third party communication network or to the users or use of telecommunication connections;
- Required financial or other security has not been given by the customer;
- The customer has, notwithstanding a reminder, failed to pay charges based on the agreement or receivables to other telecommunication operators;
- The interruption is necessary for enabling or ensuring telecommunications required by public order and security;
- Elisa can show 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 disconnection or interruption of the service does not release the customer from the obligation to pay nonvolume 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.

8 Invoicing, term of payment

The customer shall pay to Elisa the charges as agreed, or in the absence of such agreement, pursuant to Elisa's standard price list in force from time to time, for the service or use thereof in accordance with the invoicing periods determined by Elisa. The obligation pay charges commences upon the date the service is delivered and



ends at the expiry of the agreement or the appropriate termination period.

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, upon request, entitled to receive a breakdown report on the use of the service insofar it is technically possible and in compliance with the applicable legislation. Such report must be ordered within two (2) months from the invoice date and it is subject to a separate fee in accordance with 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.

9 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.

10 Data Protection

The customer shall ensure sufficient protection of its communications network and equipment, 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 use of communications and value-added services only to the extent and for the purposes permitted by the Finnish Act on the Protection of the Privacy in the Electronic

Communication (516/2004), as amended, for corporate subscribers of telecommunications companies.

11 Intellectual Property Rights

All the intellectual property rights are and remain the property of Elisa or Elisa's subcontractors and they are not transferred to the customer. Elisa shall ensure that the services do not as such infringe any intellectual property rights in Finland upon the conclusion of the agreement.

If a claim is made or suit is brought against the customer that the service is infringement of 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 infringement judgement gaining legal force, or Elisa at its discretion considers it likely, Elisa may, again at its discretion, acquire a right to 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 arises out of changes by the customer to the service, use of the service contrary to the agreement or Elisa'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 11.

12 Numbers, passwords, etc.

Elisa shall give the appropriate numbers, user-ID, and other emblem (e.g. telephone numbers, technical addresses, etc.) in relation to the service only for the agreed purpose. Subject to the mandatory legislation, after the expiry or termination of the agreement the customer has no further rights to such numbers, user-ID's and other emblem, unless otherwise agreed.

Elisa has a right to change numbers and other emblem referred to above due to decisions by competent authority or requirements relating to network's construction, services or technical arrangements. Elisa shall inform the customer of such changes reasonably in advance.

The customer shall keep the user-ID, password and other similar emblem in confidence and ensure that they are not disclosed to third parties. The customer is solely liable for the use of user-ID, password and other such emblem, whether the use is authorised or not.



13 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 section 13 is 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.

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

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.

With regard to a service that is being delivered and invoiced continuously (such as, but not limited to subscription, connection or similar), Elisa's liability may not exceed an amount equal to monthly service fee of the service the damage relates to times three (3).

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 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 claims to Elisa within one (1) month from the date the defect or delay to which the claim relates to, was, or should have been noticed, but in any event within one (1) month from the delivery.

15 Expiry or termination of the agreement

An agreement with a fixed period will, after the fixed period, automatically continue with additional one (1) year terms, unless terminated in writing at least six (6) months prior to the end of the fixed period or any subsequent period(s). An agreement that is in force until further notice may be terminated at any time with a six (6) months written notice.

Elisa has a right to terminate the agreement with an immediate effect if the usage of the service has been completely ceased for more than one (1) month. The termination by Elisa referred to herein does not release the customer from its obligations to pay the nonvolume based service fees for the agreed period, unless the termination results from a force majeure.

The customer has a right to terminate the agreement with immediate effect in the event of i) a material breach by Elisa of its obligations, which breach is not correct 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 right of the customer to terminate applies only to the part of the agreement or specific service.

Upon the expiry or termination of the agreement, the customer must return to Elisa any leased equipment or other hardware of Elisa that were used by the customer, or any other material, such as licensed software or SIM-cards, given to the customer by Elisa, in their original condition, taking into account the normal wear and tear. Elisa shall arrange the dismantling, packing and transportation of Elisa's equipment and other hardware at the customer's cost.

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

16 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: The party has a right to assign and transfer the agreement to a company belonging to the same group as the party, or to a third party acquiring the business of the party, in Finland. Elisa has a right to transfer any receivable under or relating to the agreement to a third party for credit collection purposes.

Changes to these terms and conditions: With regard to agreements in force until further notice, Elisa has a right to change these terms and conditions, the basis of the prices or service specific terms and conditions by notifying the customer thereof. Any change in the description of the services shall not be deemed as changing these terms and conditions or a breach of the agreement. Further, Elisa shall always have a right to change the prices of the service, which is being invoiced continuously, by informing the customer in writing (e.g. in an invoice) of such change minimum of 30 (thirty) 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 in writing, such termination being



effective in one (1) month from the date the price change came into effect.

Applicable law and disputes: The agreement (including these terms and conditions) is construed and governed by the law of Finland. 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, 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 the 1st day of April 2006 and remain in force until further notice.

Terms concerning mobile services

Elisa shall, in its sole discretion, determine the geographical scope of its mobile telecommunications network and the application, operation and/or features thereof. Due to the nature of the mobile services, Elisa shall not guarantee uninterrupted usability, operation or availability of the mobile services or that all the features or functions of the customer's or user's mobile terminals will be available or usable in the network.

Elisa shall not be responsible for any limitations of the use and/or availability of the mobile services outside of Finland. If the SIM-card is used in any other country than Finland, the customer and/or the user shall ensure that the use is in compliance with the applicable legislation and regulations of those other countries. Any use of the mobile services abroad will be subject to the prices and other charges of the foreign operators and thus any price or charge indicated by Elisa are for guidance only and do not bind Elisa in any way whatsoever.

Elisa has a right to disconnect any handset or terminal equipment that have been reported stolen from, and prevent the use thereof in, its network. The customer's liability for the service fees shall terminate upon the moment Elisa has received a notice from the customer that a third party has taken possession of the SIM-card illegally or otherwise in an unauthorised manner.