

## 1 Scope of Application

- 1.1 These delivery terms shall be applied to the communications and other services delivered to business customers (hereinafter the "Customer") by Telia Finland Oyj or any of its Group companies (hereinafter "Telia"), unless otherwise agreed between Telia and the Customer. In addition, special terms and conditions as defined in an agreement shall be applied to the services. The specific content of the service and the special terms and conditions applicable thereto are defined in the agreement between the Customer and Telia (hereinafter the "Agreement").
- 1.2 These terms and conditions shall not be applied to consumer customers acquiring services mainly for purposes other than their business activities.

## 2 Conclusion and Assignment of the Agreement

- 2.1 The parties shall agree on the service in writing or electronically. An Agreement is concluded when the parties have signed the Agreement or when Telia has approved an order made by the Customer and delivered an order confirmation to the Customer. However, an Agreement is always deemed to have been concluded at the latest when the service, device, or agreed result has been delivered to the Customer. If a deposit or security in accordance with Section 9.11 is required from the Customer, the Agreement will only be concluded when the Customer has delivered the required deposit or security.
- 2.2 A party does not have the right to assign the Agreement to a third party without the prior written consent of the other party. However, Telia has the right to assign the Agreement, in whole or in part, without the consent of the Customer to an entity belonging to the same group with Telia as well as to a third party to whom the business referred to in the Agreement, or a part thereof, has been transferred. The Customer shall be notified of the assignment in advance. In addition, Telia has the right to transfer its receivables under the Agreement to a third party. After the notification concerning the transfer of the receivables, payments may only be validly made to the transferee.

## 3 The Ordering and Delivery of a Service

- 3.1 A service shall be ordered in accordance with Telia's instructions and delivered in accordance with Telia's applicable delivery process.
- 3.2 Telia shall deliver the service at the latest on the agreed date of delivery or, if no date of delivery has been separately agreed, within reasonable time from the conclusion of the Agreement. Telia has the right to change the agreed date of delivery to a date deemed appropriate by it due to reasons or circumstances beyond Telia's control or other unforeseeable events that Telia could not reasonably have avoided.
- 3.3 In these terms and conditions, the "agreed date of delivery" means the date on which the delivery of the service has been agreed to be commenced or another result to be delivered in accordance with the Agreement. In these Terms and Conditions, the "actual date of delivery" means the date on which Telia has, for its part, carried out the measures required to take the service into use and on which the service or result in accordance with the Agreement may be taken into use by the Customer.
- 3.4 If a deviation in the service or in the delivery thereof does not materially hinder the use of the service for the purpose for which it was designed and intended, it shall not be deemed to affect the determination of the actual date of delivery.
- 3.5 The Customer shall contribute to the delivery of the service to the best of its ability. The Customer shall deliver to Telia in good time, in the form and in the manner requested by Telia,

sufficient and correct technical and other information for the delivery of the service and notify in good time of any changes in the information given by the Customer as well as of any other factors necessary for the delivery of the service. The Customer shall be responsible for any information, instructions, and orders given by it to Telia, as well as for their accuracy and coverage, and the fitness of the services to the Customer's purpose of use.

- 3.6 It is the Customer's responsibility to ensure, at its own expense, inter alia, that Telia has unrestricted access to the premises required to deliver the service and, for instance, that there is available electrical network and internal communications network at the delivery address.
- 3.7 The Customer shall inspect the service and any devices delivered to the Customer immediately upon delivery. A delivery shall be deemed accepted if the Customer does not make a written complaint of a detected defect within 14 days of the actual date of delivery or if the Customer has taken the service or device into normal use. Regardless of a complaint, the delivery shall be deemed approved unless the service includes a defect in accordance with Section 5.1. The Customer shall be responsible for carrying out the inspection and any tests not included in the service as well as the costs resulting therefrom. The parties may separately agree that Telia shall test the functioning of the service at the expense of the Customer.
- 3.8 Should the actual date of delivery occur after the agreed date of delivery and should the delay be solely attributable to Telia or a subcontractor of Telia, Telia shall be obliged to pay liquidated damages to the Customer upon the written request of the Customer. The amount of liquidated damages shall be half (0.5) a percent of the fixed recurring fees of the delayed service or part thereof from a period of 12 months, for each beginning seven (7) day period by which the delivery of the service is delayed from the agreed date of delivery. However, the liquidated damages shall not exceed five (5) per cent of the above-mentioned fees. When calculating the liquidated damages, traffic charges or other fees based on the volume of use or one-time fees shall not be taken into account. When calculating the liquidated damages, only delayed parts of the service shall be taken into account. Furthermore, liquidated damages shall also not be payable for a period when Telia provides similar substituting services to the Customer's use. Telia always has the right to pay liquidated damages as a refund on the Customer's invoices.
- 3.9 Telia's liability for any delay shall be limited to liquidate damages in accordance with Section 3.8, and the Customer is not entitled to damages, a refund, or any other compensation as a result of any delay by Telia.
- 3.10 If the delay is attributable to the Customer, Telia has the right to a compensation for the costs and additional work caused by the delay, in accordance with Telia's general price list valid at the time. Telia also has the right to charge the fees concerning the service in accordance with the Agreement from the period when the service could not be delivered for a reason attributable to the Customer.
- 3.11 If the delay is attributable to the Customer or a third party, the delivery time shall be extended until the reason for the delay has been removed.
- ## 4 Provision of the Service
- 4.1 Telia has the right to provide the service under the Agreement as it deems best. Telia has the right to make alterations that will have an effect on the technology and use of the service. Telia aims at making the alterations in a manner that causes as little disturbance as possible to the Customer. If the alterations require changes in the Customer's devices or software, the Customer must effect such changes at its own expense. Telia shall notify of any

### Company information

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alterations to the service affecting the Customer a reasonable time in advance.

- 4.2** Telia has the right to use subcontractors for the fulfilment of its obligations under the Agreement. Telia shall be responsible for the work carried out by its subcontractors as for its own.
- 4.3** Telia may discontinue the provision of the service or a service feature for a justified reason at a notified time. In such event, Telia shall also have the right to substitute the service with another service that has at least the same technical functional ability and usability as the original service or service feature. The price of the substitute service may deviate from the price of the original service. The Customer shall be responsible for all obligations under these delivery terms for the substitute service, especially for the delivery of information under Section 3.5. Telia shall notify the Customer of such change no later than sixty (60) days prior to the entry into force of the change. If the Customer does not accept the substitute service offered by Telia, the Customer shall deliver a written notification to Telia within 30 days of receiving the notice concerning the discontinuing of Telia's service or a part thereof. Otherwise, the Customer will be deemed to have accepted the substitute service. In case Telia does not offer a substitute service, Telia has the right to terminate the Agreement with regard to the service or service feature to be discontinued to the moment when the provision of the service or service feature is discontinued.
- 4.4** Telia has the right to temporarily interrupt the provision of the service or a part thereof if it is necessary for the purpose of carrying out construction, repair, service, or maintenance work or for the purpose of ensuring the information security of the service. Telia shall seek to ensure that any interruption will remain short and will cause as little inconvenience as possible to the Customer. Insofar as possible, Telia shall inform the Customer of any interruption on its website or otherwise electronically.
- 4.5** There may be shadow areas and local or temporary interruptions or slowdowns in the operation of the services due to the specific characteristics of radio technology, data transmission and public communications networks. The services and the related software may have minor technical defects that do not substantially affect their use. For the above reasons, Telia cannot guarantee uninterrupted operation of the services everywhere.
- 4.6** Telia has the right to decide on the regional coverage and characteristics of its communications network ("Network"). The regional coverage of the Network may partly depend on the traffic load of networks, and coverage is not always static. Telia may optimise parts and functions of the Network in order to secure network traffic, functionality of services, information security or usability of the services. Telia has the right to measure and modify the data traffic in order to avoid the overload of the network connection. This may affect the quality of the services provided. Furthermore, Telia has the right to manage the traffic in its communications networks, temporarily interrupt the use of a service or close a subscription, and to take any other necessary actions if they are needed to secure network traffic, or the functionality, information security, or usability of the services. Permanent modification measures affecting the use of the service are described in the service-specific terms and conditions.
- 4.7** During the term of the Agreement, Telia has the right to prevent the use of another telecommunications operator's subscription on a terminal device included in tie-in sales.
- 4.8** Telia shall be responsible for the information security of its Network and for the information security services provided by it. Telia shall not be responsible for any disturbances in the public internet, the information security of the public internet, or for any other factors causing a disturbance to the use of

the service that are beyond Telia's control. Unless otherwise separately agreed, Telia shall not be responsible for the information security of the Customer's or a third party's networks, subscriptions, devices, or services.

- 4.9** Telia may take action to prevent information security violations and to eliminate disturbances affecting information security, if such actions are necessary for securing the means of communications of the recipient of the service or message. Telia shall ensure that such actions are proportionate to the seriousness of the disturbance to be prevented and discontinues them immediately when there are no longer grounds for them. Telia provides information on information security threats, the means to protect against them, and on the actions and their impacts on its website ([www.telia.fi](http://www.telia.fi)) or in other appropriate manner.
- 5 A Defect in the Service, the Maintenance of the Service, and the Remedying of Defects**
- 5.1** The service is deemed to be defective if the service materially deviates from the features defined in the Agreement, and such deviation materially hinders the use of the service in accordance with the Agreement.
- 5.2** The following circumstances, for example, do not constitute a defect:
- such deficiencies in the service that are caused by an act or omission of the Customer or another person using the service, or by a circumstance falling within the responsibility of the Customer or another person using the service;
  - such deficiencies in the service that are caused by the deficient functioning of the devices or technical environments, such as terminal devices or internal communications networks, that fall within the responsibility of the Customer or a third party,
  - an interruption that is not continuous or recurrent and that, considering its cause and circumstances, can be regarded as insignificant (e.g. occasional temporary service breaks),
  - temporary interruptions caused by construction and maintenance work, including Networks,
  - a deficiency in the service or an interruption caused by the network of a third party, or
  - a deficiency in the service or an interruption caused by a virus or another external attack on the software of the Customer or a third party.
- 5.3** The Customer shall notify Telia of any defect immediately after noticing the defect. Telia shall repair defects detected in the service in accordance with the Agreement or within reasonable time if no repairing of defects has been separately agreed in the Agreement. Telia carries out repairing measures of defects from 8:00 a.m. to 4:00 p.m. local time, Monday through Friday (not national holidays), or at another separately indicated time ("General Defect Repairing Time"). Telia shall seek to repair defects as soon as possible within the General Defect Repairing Time. Defects may be repaired outside the General Defect Repairing Time upon separate agreement, and the Customer will be charged for the repairing work in accordance with the price list.
- 5.4** Telia may carry out service and maintenance work concerning Networks and services. The maintenance window in Finland, Sweden, and Denmark is between the hours of 0:00 midnight and 4:00 a.m. local time on Mondays. Any service-specific deviations in the maintenance window hours are indicated in the Agreement, the customer portal, or another electronic channel. Telia reserves the right to change the above-mentioned general maintenance window hours. Telia reserves the right to carry out service and maintenance works also at other times in addition to the maintenance window. Any service and maintenance works affecting the



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Customer's services are sought to be notified to the Customer at least 5 business days prior to the planned service measure, unless the service and maintenance works are such that they cannot be postponed. Telia shall not be responsible for the functioning of the service during the maintenance window or service and maintenance works or if the service and maintenance works cannot be carried out at the agreed time due to reasons attributable to the Customer.

**5.5** Telia shall not be responsible for the maintenance or functioning of internal communications networks or closed regional networks owned by or in the possession of the Customer or a third party, unless expressly agreed otherwise in writing between Telia and the Customer. Telia shall not be responsible for any errors and defects in such networks or for any interruptions or other effects caused by them to Telia's services. If Telia's right to use the network in its provision of the service to the Customer ends, Telia has the right to terminate the relevant services to the moment when the aforesaid right to use the network ends.

**5.6** The maintenance does not cover the repair of a defect that has been caused by a reason beyond Telia's control or attributable to the Customer, for instance:

- a) incorrect use of a service or device, negligence or omission in following the instructions concerning the use or maintenance of the service or the requirements concerning technical environment of the service, or
- b) devices, connections, software, or configurations not belonging to the scope of the service, or an alteration, repair, or connection made by a party other than Telia, or an accessory used by a party other than Telia.

**5.7** If the Customer connects defective or disturbance-generating devices, configurations or software, for which the Customer or a third party is responsible, to the service or to the device delivered by Telia, or if a defect reported by the Customer is caused by devices, telecommunication connections, configurations, or software which are under the control or responsibility of the Customer or a third party, the Customer shall be obliged to compensate Telia for any and all damages as well as the costs resulting from locating the defects.

**5.8** Telia is entitled to a compensation from the Customer for the work and costs incurred from investigating and remedying a deficiency reported by the Customer if the deficiency is not attributable to Telia or falling within Telia's responsibility, or if the Customer's defect notification has been unjustified. Unless otherwise agreed, the compensation for the work shall be determined pursuant to Telia's general price list valid at the time, and the costs as actualised.

**5.9** Telia's liability for any defect in the services shall be limited to repairing the defective service for which Telia is responsible or to re-providing the defective service.

## **6 Use of the Service**

**6.1** The Customer has the right to use the service only for the purpose and only to the extent agreed in the Agreement or as described in the special terms and conditions or instructions concerning the service. The Customer shall ensure, for instance, that:

- a) No damage is caused to Telia or a third party from the use of the service,
- b) No unreasonable traffic load or other detriment or disturbance is caused by the use of the service to Telia, the functionality of the communications network, other users of the Network, third parties, or Telia's services otherwise,
- c) the use of the service or the material ordered, obtained, or submitted by the Customer does not compromise the information security or availability of the service or communications network, infringe the rights of Telia or

others, or violate good practice or laws and regulations, including data protection provisions.

**6.2** The Customer shall immediately disconnect from the Network any devices or software disturbing the operation of the Network or service. In the event of disturbances or detrimental effects, Telia has the right to disconnect the devices or software from the Network without consulting the Customer, if necessary in order to prevent disturbances and detriment to Telia, Telia's other customers, or third parties.

**6.3** The Customer does not have the right to sell, license, or transfer the service to third parties, unless otherwise separately agreed in writing between Telia and the Customer.

## **7 Responsibility for the Customer's Material**

**7.1** The Customer shall be responsible for the Customer's content and the material delivered through the service to other users or to the servers of Telia or third parties, as well as for the transfer thereof. Telia shall not be responsible for the availability of such material (including software) and information, for the Customer's right to use the material, or for the unlawful or violating content of the material, unless the material in question is provided by Telia. In addition, Telia shall not be responsible for any delay, change, or disappearance of material conveyed by utilising the service, or for any damage resulting therefrom. The Customer shall be responsible for ensuring that the material is in accordance with generally accepted practice and does not infringe the rights of third parties. Similarly, the Customer shall be responsible for any material added by its end-users as well as for their use of the service and their compliance with these terms and conditions.

**7.2** If the Customer's material contains personal data, the Customer agrees to comply with applicable legislation concerning data protection and personal data, to acquire the necessary authorisations and consents, as well as to carry out the necessary actions and notifications prior to the processing of personal data in the service.

## **8 The Customer's Premises, Devices, and Software**

**8.1** The Customer shall be responsible, at its own expense, for the premises, devices, connections, protections, software, licences, and networks (including the networks in the premises of the Customer and third parties) required to use the service, but which are not included in the service, and for their acquisition, information security, data protection, documentation and maintenance (hereinafter the "Customer Environment"). The Customer shall ensure that the Customer Environment is in accordance with applicable legislation and regulations in force (for instance, laws and regulations concerning conditions and electric connections) and with the instructions provided by Telia. The Customer shall be responsible for the sufficient information security of the Customer Environment. The Customer shall be responsible for the electricity consumption costs related to the use of the service and for the obtainment and validity of any permits concerning the premises from the authorities, the owner of the real estate and third parties required by the delivery of the service to the premises. If the delivery of the service requires that Telia have access to the Customer's premises, devices or software, the Customer shall be responsible for arranging the required access.

## **9 Fees and Payment Terms**

**9.1** The Customer shall pay to Telia the fees for the service and the use thereof as agreed in the Agreement or, if a certain fee has not been agreed in the agreement, the fees in accordance with Telia's applicable general price list valid at any given time. Telia's general price list is available at [www.telia.fi](http://www.telia.fi) or at Telia's customer service. Value-added tax in accordance with the applicable tax rate shall be added to the prices, unless otherwise provided by applicable



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- legislation. Unless otherwise agreed, Telia shall decide on the invoicing periods of its services and on the methods of payment and delivery of the invoices.
- 9.2** The Customer shall be liable for any unjustified use of the service and for the fees payable to Telia for the service even if a party other than the Customer has used the service. However, the Customer shall not be liable for the fees payable for the service if the Customer can prove that the unjustified use of the service was not due to negligence by the Customer. Telia has the right to ask the Customer to submit, for instance, a copy of an offence report, a pre-trial investigation report or other reliable evidence in order to assess the Customer's degree of diligence.
- 9.3** Telia may also invoice the Customer for the fees of other telecommunications operators and service providers used through Telia's service, if this has been agreed on by Telia with the telecommunications operator or service provider in question. Such fees are invoiced in accordance with the price list of the telecommunications operator or service provider in question.
- 9.4** Any work, installation, materials and consumables not included in the delivery of Telia's services or devices will be charged separately. Any travel time and expenses will be charged as actualised.
- 9.5** If the installation cannot be carried out at the agreed time due to reasons attributable to the Customer, Telia has the right to charge an installation fee from the Customer. Telia has the right to charge a separate installation fee from the Customer for any re-installation.
- 9.6** If, after the conclusion of the Agreement, the content or service solution of the Agreement is changed upon the request of the Customer, Telia has the right to separately invoice the additional costs and work resulting from the change.
- 9.7** Telia has the right to charge a fixed, time-based recurring fee, as specified in the price list or the Agreement, independently as of the delivery of each part of the connection or service.
- 9.8** Telia has the right to charge a fixed time-based recurring fee, as specified in the price list or in the Agreement, for keeping the service available for use. If the service has been closed or the use of the service has otherwise been restricted for a reason attributable to the Customer, or due to Telia's obligation under the law or regulation, the Customer shall pay the fees based on the Agreement regardless of the fact that the service has been closed or the use of the service has otherwise been restricted or the service has not been delivered.
- 9.9** If the Agreement concerning the service ends in the middle of the invoicing period, the basic charge will be charged for the entire invoicing period and the basic charge is not refundable.
- 9.10** Any complaints about the invoice must be made in writing prior to the due date. The Customer shall pay the undisputed part of the invoice by the due date regardless of a complaint. If the complaint has been examined and deemed unfounded, the Customer shall pay the invoice with interest for delay within two weeks from having been notified of the outcome of the examination.
- 9.11** Telia has the right to verify the Customer's and user's credit history and is entitled to demand an advance payment or security from the Customer if Telia deems that the securing of its receivables so requires on the basis of the Customer's credit history, payment behaviour, or another justifiable reason. No interest shall be payable by Telia for the advance payment or security. Telia has the right to collect from the advance payment or security its due receivables together with interest for delay and collection costs.
- 9.12** Payments shall be made by the due date indicated in the invoice. If the Customer exceeds the agreed credit limit or if an exceptionally high amount of fees is incurred during the invoicing period, Telia may send the Customer an invoice at a time deviating from the normal invoicing schedule. In addition to the standard collection fee pursuant to the applicable legislation, Telia has the right to collect the actual collection costs and handling fees exceeding the standard collection fee. Telia has the right to charge annual interest for delay in accordance with the Finnish Interests Act as of the due date of the invoice until the date of payment. If the Customer has failed to pay its overdue invoices regardless of a payment reminder and closing of the service, other receivables to be charged for the service that have not yet fallen due shall also fall due for payment with immediate effect.
- 9.13** Telia shall provide, upon the request of the Customer, information on the formation of the invoicing to the extent technically and legally possible. Telia has the right to charge a fee for the itemisation and the reporting in accordance with the price list.
- 9.14** Telia has the right to make changes to its price lists and the fees to be charged for the use of the Service. Telia shall notify the Customer of any increase in the fees no later than sixty (60) days prior to the intended entry into force of the change through a customer information letter or otherwise in writing or electronically to the most recent invoicing address or e-mail address given by the Customer or electronic customer channel available to the Customer. Unless otherwise agreed elsewhere in the Agreement with regard to Telia's right to make changes to the price lists and the fees to be invoiced for the use of the service, the Customer has the right to terminate the Agreement in writing no later than thirty (30) days prior to the entry into force of the new prices. The termination will enter into force on the same day when the new prices are set to enter into force. The Customer shall be deemed to have accepted the new prices if the Customer has not terminated the Agreement within the set time limit.
- 9.15** However, the Customer does not have a right of termination in accordance with Section 9.14 above if the price increase is based on changes in legislation or a decision of a court or an authority. Such increase will enter into force at the latest on the date when the change or decision enters into force. Furthermore, the Customer does not have a right of termination on the basis of a price increase if the increase concerns such services or price list elements that are not applied between the Customer and Telia under the Agreement.
- 9.16** If Telia provides third-party licences to the Customer and the third party in question changes the prices of the licences, Telia has always the right to change its prices accordingly. In such case, the Customer does not have a right of termination as set forth in Section 9.14.
- 9.17** Unless otherwise agreed in the Agreement, the payment term is fourteen (14) days from the date of the invoice. The invoice shall be paid in accordance with the payment information and instructions provided in the invoice.
- 9.18** The invoicing of the service or a part thereof will begin on the actual date of delivery, however, no earlier than on the agreed date of delivery agreed in the Agreement between the parties.
- 9.19** Unless otherwise agreed, any compensations and other similar reimbursements possibly payable to the Customer will primarily be made by deducting them from upcoming invoices.
- 10 Closing the Service**
- 10.1** Telia has the right to close the service or to restrict the use of the service if



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- a) the Customer has failed, regardless of a payment reminder, to pay an overdue receivable of Telia or an overdue receivable of another telecommunications operator or service provider that is invoiced by Telia, within two (2) weeks of sending the reminder,
  - b) the Customer has exceeded its credit limit or has not provided the advance payment or security referred to in Section 9.10 within the agreed time,
  - c) the Customer has exceeded the usage limit set; in such case, the service will not be closed, but its use may be restricted,
  - d) it is necessary in order to prevent misuse or damage,
  - e) such an action is requested by a court of law, the police, or another competent authority,
  - f) the Customer has been placed into liquidation, has filed for restructuring, been declared bankrupt, or the Customer has applied for a public summons to its creditors or has otherwise been declared insolvent,
  - g) the Customer has caused disturbance to the communications network, traffic or to other users, or continues to use malfunctioning or disturbance-generating devices or software regardless of a reminder,
  - h) unwanted material referred to by Sections 6.1 or 6.2 (including so-called SPAM mass deliveries) has been delivered by the Customer or through the Customer's service to other service users or to Telia's or a third party's servers, or the Customer has used the service contrary to good marketing practice,
  - i) the Customer fails to fulfil its contractual obligations regardless of a reminder or is in material breach of its contractual obligations,
  - j) the Customer has ceased to exist on the basis of a trade register entry or another similar register entry,
  - k) the Customer cannot be reached in order to clarify a matter related to this Agreement,
  - l) the service has been opened with incorrect information, or
  - m) Telia has reason to suspect, or if so requested by an authority, or if a third party can prove, that the Customer has obtained, delivered, or conveyed detrimental material as described above in Section 6.1 c) by means of the service or through the service, or such material has otherwise been made available by means of the service, or the service has been used contrary to these terms regardless of a notice to that effect
- 10.2** If the Customer submits Telia a written complaint of an invoice and pays the undisputed part of the invoice, Telia shall not close the service because of the non-payment of the disputed part during the examination of the complaint.
- 10.3** On the grounds set forth in Section 10.1, Telia has the right, at the request of another telecommunications operator, to prevent the use of the operator's communications service if the operator uses Telia's services for providing its communications services, or if it invoices its services through Telia, and if the operator requesting the blockage cannot itself prevent the use of its communications service.
- 10.4** Telia also has the right to restrict the Customer's service in order to take care of information security and to repair a disturbance, or in order to fulfil the quality requirements of the communications service.
- 10.5** Telia shall close the communications service or restrict its use upon the request of the Customer or a user of the communications service. With regard to other services, Telia shall close the service or restrict the use of the service upon the request of the Customer or a user of the service if it is technically feasible. If the barring is removed upon the request of the Customer or a user of the service, Telia has the right to charge a fee for the measures in accordance with the price list.

## 11 Customer Device

- 11.1** "Customer Device" means a device (including software) belonging to the service delivered by Telia to the Customer, which shall be placed in the Customer's premises for the purpose of providing the service.
- 11.2** The Customer has the right to use the Customer Device only for the purpose and to the extent agreed in the Agreement. The Customer shall be responsible for any damage to the Customer Device or the disappearance thereof as of the date when the Customer Device is delivered to the Customer's premises at the agreed delivery address. Any fixed Customer Devices shall not be moved without the written consent of Telia.
- 11.3** Telia shall maintain title to the Customer Device, and the Customer does not have the right to sell, pledge, lease, or lend, or otherwise transfer the Customer Device without the prior written consent of Telia. Furthermore, the Customer does not have the right to repair, service, supplement, or modify the Customer Device, or to remove from the Customer Device any parts or markings of ownership, without the written consent of Telia. The Customer shall comply with the applicable instructions issued by Telia regarding the service and use of the Customer Device. The Customer shall be responsible for preventing any unauthorised access and unauthorised use of the Customer Device. The Customer shall notify Telia of any unauthorised access or use without undue delay.
- 11.4** Telia has the right to remove the Customer Device from the Customer's premises upon termination of the Agreement. In such event, the Customer shall, at its own expense, assist Telia to a reasonable extent and, upon receiving an advance notice no later than five (5) business days in advance, the Customer shall ensure that Telia has access to the premises where the Customer Device has been installed. Telia is entitled to a compensation for the costs incurred from the disassembling and removal of the Customer Device.
- ## 12 Identifiers
- 12.1** "Identifiers" mean inter alia user ID's, passwords, addresses, numbers, PIN codes, and other similar identifiers. "Cards" refer to SIM cards, service cards, etc. The Customer shall store all Identifiers and Cards related to the service carefully in order to prevent unauthorised access to them. The Customer does not have the right to copy, decompile or modify the Cards.
- 12.2** If a Card or Identifier related to the service disappears or ends up unjustly in the possession of a third party, the Customer shall immediately inform Telia's customer service thereof. The Customer shall not be responsible for the unauthorised use of the service after Telia has received the Customer's notice regarding the disappearance or the unjustified use. Telia has the right to close the service or to prevent the use of the service or a terminal device immediately after receiving the above mentioned notice.
- 12.3** Telia has the right to decide on the Identifiers issued to the Customer. The Identifiers and Cards remain as Telia's property and the Customer has no rights thereto after the expiry of the Agreement, unless otherwise agreed in writing. The Customer is nevertheless entitled to transfer its telephone number to another telecommunications operator in the manner provided for in and within the limits of the applicable legislation.
- 12.4** Telia has the right to change the Identifiers issued to the Customer when so required by law or regulations, or reasons attributable to the communications network, Customer, delivery of the service or information security, or by other equivalent reasons. Telia shall, as a rule, inform the Customer of any changes to the Identifiers no later than two



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- (2) months before the changes take effect, unless the change in question is one requiring immediate action.
- 12.5** The Identifiers may be changed at the request of the Customer and against a payment, provided that the change is technically possible and no unreasonable detriment is caused to Telia or to a third party as a result of the change.
- 13 Processing of the Personal, Customer, Traffic, and Location Data**
- 13.1** Each party is, for its own part, responsible for the compliance with any and all applicable data protection legislation. Depending on the service delivered, a party may, in respect of personal data, act either as a data controller or processor.
- 13.2** Provided that the requirements set out in law are met, Telia may process customer register data (including personal data) for reasons such as customer relationship management, service development and marketing, as described in the applicable file descriptions of the customer register, privacy statement, or other equivalent document ([www.telia.fi](http://www.telia.fi)). The Customer and the user have the right, in accordance with the applicable legislation, to prohibit the telecommunications operator from using or disclosing any of their details for direct advertising, distance selling, or other direct marketing purposes, or to an address directory service, as well as for marketing and opinion surveys
- 13.3** Telia may process traffic and location data, for example, for the implementation and usage of the services, invoicing and technical development, making statistical analyses, for marketing purposes, optimisation of the services, and for other legal, justifiable, and acceptable purposes in accordance with the applicable legislation. The processed data includes, for example, the device type of the mobile phone and other details pertaining to the terminal device, location data, as well as traffic data associated with communications and use of the services, such as subscription numbers and times and durations of the connections. The traffic and location data may be processed for as long as necessary in connection with the above-listed operations. If the processing of the traffic and location data referred to herein require a consent of the users, the Customer shall be responsible for the collection and existence of the consents.
- 13.4** Telia has the right to record customer service calls and other customer communications. Telia uses the records, for example, for the verification of the transactions, investigation of complaints, as well as in quality control and training. For more detailed information on the recordings and the right of access to the recordings, is available on Telia's website ([www.telia.fi](http://www.telia.fi)).
- 13.5** The Customer shall be responsible for ensuring that the service users are aware that data concerning them (including personal data) is disclosed to Telia and they are aware of the purpose for which the data is used in accordance with the applicable legislation, as well as for the collection and existence of the users' consents required for the potential processing and disclosure of the personal data. The Customer shall be responsible for ensuring that Telia has detailed, up-to-date, and accurate information on the users. The Customer shall within two (2) weeks from Telia's request provide information on the users in the form and manner requested by Telia. Regardless of the limitations of liabilities agreed in these general terms and conditions or in the agreement between Telia and the Customer, the Customer shall be responsible for all damages incurred by Telia due to the reason that the Customer did not provide requested information in time or that the in-formation provided was incorrect.
- 13.6** Customer and traffic data may be transferred and disclosed to Telia's business partners and subcontractors if necessary for the delivery of the service. Data may be transferred and disclosed outside of the EU and EEA provided that the requirements set forth in the data protection legislation are met.
- 13.7** Unless otherwise agreed, the basic telephone subscription information of the customer and user are published, either by Telia or by a third party, in a telephone directory, other subscriber directories, and in various directory enquiry services. The Information may also be disclosed to a third party. The Customer and the user have the right to forbid the publication of all or part of their information in a telephone directory or directory enquiry service. In case a consent of the users is required for the publishing of the information referred to herein, the Customer shall be responsible for the collection and existence of such consents.
- 13.8** Telia may obtain data on the Customer or users also from sources other than Telia or its group companies' customer registers, such as from the credit history registers or other registers.
- 13.9** If the Customer is a corporate subscriber within the meaning of the Information Society Code (917/2014) and Telia is providing to the Customer a service and in the course of the provision of the service is processing the data and/or messages of the corporate subscriber or user, Telia shall act as the corporate subscriber's subcontractor. The Customer shall be responsible for ensuring that the Customer has any and all rights and consents required for the processing of the data (including the traffic data and personal data) and/or messages in the manner provided for in the Information Society Code, regardless of whether the data and/or messages are processed by the Customer itself and/or by Telia on Customer's order.
- 13.10** If the Customer is acting as a corporate subscriber, Telia may submit to the Customer, when so requested by it, traffic, personal, and other data and reports within the limits provided for in the Information Society Code and other applicable data protection legislation. The requirements of the applicable legislation are adhered to, at all times, in the disclosure of data and the related procedure. The Customer agrees to use the data and reports received from Telia only for the purpose and only to the extent allowed by law in case of a corporate subscriber.
- 13.11** If the Customer is acting, in relation to the processed personal data, as a data controller within the meaning of the data protection legislation, the Customer shall authorise Telia to process personal data to the extent required for the delivery of the service. As the data controller, the Customer shall be responsible for the obligations imposed on it under the data protection legislation. Telia shall process personal data in accordance with the Agreement and the written instructions enclosed to the Agreement. Telia is entitled to invoice the Customer in accordance with its price list for any work and actions required to be taken by the Customer's written instructions, unless otherwise agreed in the Agreement. After the processing has ended, Telia shall, at the Customer's choice, either destroy or return the Customer's personal data, unless law requires that the data in question is retained.
- 13.12** Telia shall implement the agreed and required technical and organisational measures for the protection of personal data. The measures must ensure a level of security which is deemed appropriate taking into account:
- the available technical possibilities,
  - the implementation costs of the measures,
  - the nature, scope, context, and purpose of the processing, and
  - special risks related to the processing.



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If Telia encounters costs in the compliance of the security requirements, the Customer shall compensate Telia for such costs.

- 13.13** Telia shall not disclose to a third party any personal data received from the Customer except for the circumstances referred to above in sections 13.2, 13.6, and 13.7 without the Customer's prior consent. As a data processor, Telia shall direct to the Customer all personal data requests submitted by the data subject, data protection ombudsman, or other equivalent authority or a third party. Similarly, Telia shall direct to the Customer all data removal, disclosure, correction and restriction requests, and, to the extent possible by reasonable technical means, assist the Customer in replying to these requests. The obligations set above in this section 13.13 do not apply to Telia in case Telia is required to disclose such information under the law.
- 13.14** Telia shall duly inform the Customer of any discovered data security breaches or attempts of data security breaches of the Customer's personal data.
- 13.15** Telia allows the Customer, as well as public authorities when so required by law, to carry out audits relating to the processing of the personal data. The details of the audit carried out by the Customer shall be agreed separately. Telia has the right to charge the Customer for the costs relating to the audits.
- 13.16** Telia shall oblige its sub-processors, in the manner and to the extent required by law, to comply with terms similar to those provided for in sections 13.11 to 13.15.
- 13.17** If the Customer breaches its obligations defined in this chapter 13 and a third party makes claims against Telia on the basis of the breach, the Customer is obliged by all reasonable means to contribute towards the processing of the claims and agrees to grant to Telia all authorisations required for handling the claims. The Customer does not have the right to settle on or accept any of the claims made by a third party on the basis of or in relation to a breach of an obligation under this section 13 without Telia's prior written approval, if such settlement or acceptance can cause damage to Telia.

## 14 Confidentiality

- 14.1** Both parties agree not to disclose to a third party any confidential information received from the other party. "Confidential information" means, in addition to the content of the Agreement, information relating to a party or its business which has been marked as confidential or which the other party should have understood to be confidential. Confidential information is not, however, deemed to include:
- information which has been or will be published otherwise than against the terms of the Agreement, or
  - information which a party can prove to have been in its possession before having received it from the other party, or
  - information, which a party has received or will receive from a third party who does not have confidentiality obligation towards the other party
- 14.2** The provisions of section 14.1 do not, however, prevent a party from disclosing Confidential Information if so required by law, a court decision, or public authorities. Section 14.1 does not prevent Telia from processing or disclosing customer, personal or traffic data in accordance with the law or a given consent.
- 14.3** Telia may disclose Confidential Information to companies belonging to the same group and to its subcontractors to the extent required by the delivery of the services. The receiving party may disclose Confidential Information only to such employees, board members, consultants, and subcontractors whose tasks require the supply of Confidential Information for the purpose of delivering or using the services in the manner

provided for in the Agreement or who can reasonably be deemed to require the information for the purpose for which the Confidential Information has been disclosed to the receiving party. The receiving party shall be responsible for ensuring that the above-mentioned persons are aware of the existence of the provisions of chapter 14 and comply with them.

- 14.4** The provisions of sections 14.1 and 14.3 do not prevent Telia from using the information or other such facts which the Customer has disclosed to Telia to the extent required its ordinary service production and processes.
- 14.5** The obligation of confidentiality under this chapter 14 shall remain in force for two (2) years after the expiry of the Agreement.

## 15 Intellectual Property Rights

- 15.1** No copyrights or other intellectual property rights are transferred to the Customer under this Agreement. All proprietary rights and intellectual property rights related to Telia's services and products belong to Telia or to a third party. Telia shall grant the customer, for the term of the Agreement, a limited right of use the service specified in the Agreement and to the object code versions of the software and documentation delivered under the Agreement. The service and any equipment, software, documents, and other materials supplied with a right of use, in connection with the service, must be used in compliance with the instructions issued by Telia or a third party, such as the owner of the software, and only for the agreed purpose. When the right of use expires, Telia has the right to request the Customer to either return or destroy the materials, manuals, other documentation and software.
- 15.2** The Customer does not have the right to copy, translate, decompile, disassemble, reverse engineer to source code or otherwise readable form, or modify software, equipment, materials, documents, or other materials related to the service, or to transfer or grant a right to such software, equipment, materials, documents, or other materials to a third party without Telia's express written consent in each individual case.
- 15.3** Moreover, separate licence terms may be applied to third party software, equipment, materials, documents, and other materials included to the service. In case of a possible conflict, such licence terms will be given priority over these general terms and conditions.
- 15.4** If a third party brings a legal action or makes claims against the Customer on the basis that the use of the service, in accordance with the Agreement, provided by Telia infringes intellectual property rights of the third party in question, Telia shall be responsible for ensuring that the Customer will not be liable for any costs and compensation the Customer may be ordered to pay either under a separate agreement or by a court order.
- 15.5** Telia's liability under section 15.4 applies only to the Customer's use of the service within geographical area Telia delivers the service to the Customer. Unless otherwise agreed, Telia delivers the service in Finland. In addition, Telia's responsibility requires that the Customer:
- shall notify Telia of an alleged infringement in writing immediately after becoming aware of it,
  - shall not accept or enter into agreements regarding the payment or settlement of an alleged infringement,
  - shall grant Telia all authorisations and information required for handling the issue, and
  - shall grant Telia an exclusive right to decide on the handling of the court proceedings and to engage in settlement negotiations and reasonably assist Telia - at



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Telia's expense - in the court proceedings and negotiations.

- 15.6** Correspondingly, sections 15.4 and 15.5 are applied to the Customer's liability and obligation to ensure that Telia is not liable for third parties when software or other materials delivered by the Customer to Telia infringes the intellectual property rights of a third party.
- 15.7** After the infringement - or if Telia finds an infringement probable - Telia shall, at its own expense either:
- ensure the Customer's right to continue using the service so that it does not infringe the rights of a third party,
  - replace the infringing service with a service that is equivalent in its material parts and the use of which does not constitute an infringement, or
  - change the service so that it no longer constitutes an infringement.

The above-mentioned change of the service should be carried out in such a manner that no significant inconvenience is caused to the Customer.

- 15.8** If none of the alternatives under section 15.7 can be considered reasonably possible and if it is not reasonably possible for Telia to provide another service to the Customer, Telia has the right to terminate with immediate effect that part of the Agreement pertaining to the service to which the alleged or anticipated infringement relates by notifying the Customer of it in writing.
- 15.9** Telia shall not be liable to the Customer for any breaches of intellectual property rights which result from:
- the use of the service contrary to the Agreement;
  - the fact that the service has been modified by the Customer or used for a purpose for which it was not designed or accepted;
  - the fact that the service is used in conjunction with a product or service delivered by another supplier or produced by the Customer or otherwise contrary to the instructions issued by Telia; or
  - if the action is brought or the claim is made by an entity belonging to the same group as the Customer or an entity over which the Customer has control or one that has control over the Customer.
- 15.10** This chapter 15 defines Telia's entire liability in a situation in which the intellectual property rights of a third party have been infringed.
- 15.11** A party is not entitled to use the trademarks, signs, logos, or other company signs or symbols without the prior written permission of the other party.

## 16 Damages

- 16.1** A party is entitled to compensation for direct damage caused by the negligence of the other party or a party that the other party is responsible for. A party is not entitled to compensation for any indirect or consequential damage, such as loss of sales income, any extra costs, or any damage resulting from the other party's contractual or other obligations or other indirect loss. A party's monthly liability is limited to an amount corresponding to the monthly invoicing (VAT 0 %) of the part of the service that is subject to the breach. A party's total liability in calendar year is further limited to the total amount that is corresponding to fifteen (15) per cent of the VAT-exempt annual fee of the service subject to the breach.
- 16.2** Unless otherwise agreed, Telia shall not be liable to the Customer for any damage resulting from the content of the data, the Customer's content or other data stored or transmitted in Telia's services having been lost or not saved, or for any damage such as a delay, defect, or disappearance

of the data caused by a computer virus or other similar reason. Neither is Telia responsible for compensating the Customer's liability towards any other party than a third party referred in section 15.4. The Customer shall be solely responsible for the securing and backup of any applications, software, customer data, and other customer content that have been placed to the services. The Customer shall be liable, without limitations, to compensate Telia for any and all damage resulting from a breach of sections 7.1 or 7.2.

- 16.3** Neither Telia nor Telia's product or service providers guarantee faultless or uninterrupted operation of the software services.
- 16.4** The limitations of a party's liability in damages do not apply in the case of intent, gross negligence, personal damage, or liability under mandatory legislation.
- 16.5** Regardless of the limitations of liability, the Customer shall be responsible to Telia for any claims of third parties which are made against Telia as a result of the Customer's incorrect use of Telia's services or if the Customer has saved or used the Customer's content in Telia's services contrary to legislation, the Agreement, or any other obligations.
- 16.6** Telia has the right to deduct a possible liquidated damage from the damages insofar as the liquidated damage has been paid for the same delay or defect that caused the damage.
- 16.7** A request for a price reduction, liquidated damages or damages by the Customer must be made in writing no later than within two (2) months from the date on which the defect, delay, or damage was discovered or should have been discovered. The Customer may not make and Telia will not accept a request after this period.
- 16.8** The annual fee under section 16.1 is calculated on the basis of the fixed, recurrent service fees for the twelve (12) months preceding the damage, or if the service has been provided for less than twelve (12) months when the damage occurs, by multiplying the average fixed monthly fee with twelve (12). Any fees for traffic under the Agreement or other fees that are based on the amount of use are not taken into account in the calculation of the fixed annual fee.
- 16.9** A party shall not be liable for damages for the use of its rights under this Agreement, such as a closure or restriction of the service delivered under these terms and conditions.
- 16.10** The standard compensation, standard refund, price reduction, or liability for damages under Chapter 15 of the Information Society Code (917/2014) do not apply in the contractual relationship between Telia and business customers.
- ## 17 Force Majeure
- 17.1** A party is released from its obligations and liability to pay damages if a breach of contractual obligations or non-performance thereof is due to force majeure. Force majeure refers to an unusual circumstance taking place after the conclusion of the Agreement and having an effect on the fulfilment of the Agreement and which a party could not have foreseen when concluding the Agreement and which is beyond a party's control or the consequences of which cannot be reasonably avoided or overcome. The same applies in case the force majeure is faced by a subcontractor of a party.
- 17.2** An event of force majeure can be e.g. war; mutiny; foreign exchange restrictions; legislative provisions and authority regulations; refusal of an export licence; requisition or confiscation; embargo of import or export; natural disaster; serious epidemic; pandemic; interruption of public traffic, telecommunications, or power supply; shortage of means of transport; general shortage of supplies; restrictions on driving power; labour dispute, fire, defect or delay in the telecommunication connections or devices obtained from a





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third party or in the possession of a third party, or cable damage caused by a third party.

- 17.3** The party claiming force majeure shall immediately inform the other party of the event. A force majeure is deemed to exist during the time when the force majeure impedes the fulfilment of the obligations, but not longer than three (3) months. After this, both parties have the right to terminate the Agreement without the other party having the right to claim damages or sanctions based on the termination.

## **18 Termination of the Agreement**

- 18.1** An agreement on communication service valid until further notice may be terminated with two (2) weeks' notice. Other agreement or service valid until further notice may be terminated with two (2) months' notice.
- 18.2** A fixed-term agreement and service will be valid for the agreed period and the agreement or the service may not be terminated during the agreement period.
- 18.3** The Customer has the right to cancel a defective part of the Agreement or service with immediate effect:
- a) when Telia is in material breach of the Agreement and has not remedied its breach within thirty (30) days of a written demand by the Customer to this effect, or
  - b) when the actual date of delivery has not taken place within twelve (12) weeks from the agreed date of delivery for reasons solely attributable to Telia.
- 18.4** Telia may cancel the Agreement, in full or in part, with immediate effect:
- a) when the Customer's service has been closed for at least one (1) month due to a reason other than the Customer's request,
  - b) when the service has been closed at the request of the Customer for at least one (1) year
  - c) when the service has not been delivered, for reasons attributable to the Customer, within one (1) year from the entry into force of the Agreement
  - d) when the Customer has been in material breach of its contractual obligations and has not remedied its breach within thirty (30) days of Telia's written demand to this effect, or
  - e) the Customer has been placed into liquidation, has filed for restructuring, been declared bankrupt, or the Customer has applied for a public summons to its creditors or has otherwise been declared insolvent.
- 18.5** If it appears after the conclusion of the Agreement that the delivery in accordance with the Agreement would require construction or other similar works which have not been agreed upon in the Agreement and no agreement can be reached on the related costs in a reasonable time, Telia may terminate the Agreement with immediate effect to the extent so affected. In that case, the Customer is not obliged to pay for the service in respect of the terminated part.
- 18.6** If it appears after the Customer made the order but before the delivery that the ordered service cannot be delivered to the address specified by the Customer without separate additional investments, and the parties have not agreed or will not agree on the compensation of such investments, Telia and the Customer have the right to cancel the Agreement with immediate effect in respect of the service in question. Telia and the Customer have the above-mentioned right regardless of whether the Customer's order has been confirmed by Telia. The parties may also agree on a service to be performed by alternative technologies and to change the technical solution before the delivery.
- 18.7** Unless otherwise regulated in the applicable law, a notice of termination and cancellation must be made in writing and without undue delay from the moment in which the

circumstance giving rise to it came or should have come to the knowledge of the party terminating the Agreement.

- 18.8** If the Agreement is cancelled, Telia is not under an obligation to return the service fees which have already been paid insofar it can be deemed that provision of service related to those fees has taken place.

## **19 Order of Precedence**

- 19.1** In case of a conflict between the agreement document and any of its appendices, the agreement document shall prevail over the appendices, which will subsequently be applied in numerical order.

## **20 Notifications**

- 20.1** The Customer shall submit any notifications pertaining to this Agreement in writing or in electronic format to Telia's postal address or e-mail address provided in the Agreement or another address subsequently provided or via an electronic service channel available to the Customer, such as a customer service portal.
- 20.2** Telia shall send any notifications pertaining to this Agreement in writing or in electronic format to the invoicing address last provided by the Customer, to the e-mail address provided to Telia by the Customer, or to an electronic customer service channel, such as a customer service portal.
- 20.3** Notifications mailed by a party are deemed to have been received by the other party on the seventh day after their mailing and notifications sent by electronic means are deemed to have been received on the following working day after their sending.

## **21 Export Restrictions**

- 21.1** The Customer shall be responsible for ensuring that the possible export from Finland of a device, software, or technological information delivered under this Agreement shall take place in accordance with the export administration regulations of the country of origin and of other provisions of foreign trade regarding the export (e.g. US Export Administration Regulations). The Customer agrees to obtain at its own expense any required permits from the authorities before the devices, software, or related technological information or system containing such are exported from Finland.

## **22 Applicable Law and Disputes**

- 22.1** This Agreement is construed and governed by the laws of Finland without regard to the conflict of law provisions.
- 22.2** Any disputes arising from or relating to this Agreement shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one, unless the other party requires that the arbitral tribunal be composed of three members. The place of arbitration is Helsinki, Finland, and the language of the arbitration is Finnish. Without prejudice to the above, the parties have the right to bring a legal action at the Helsinki District Court when the value of the dispute does not exceed one hundred thousand (100,000) euro.

## **23 Validity of and Amendments to the Delivery Terms**

- 23.1** These delivery terms will enter into force on 15 January 2018. These terms and conditions are applied to any and all agreements concluded after their entry into force.
- 23.2** These general delivery terms and other terms and conditions related to the service, may be amended or supplemented by Telia. The Customer will be informed of any amendments no later than one month prior to the entry into force of the amendments in form of a customer notification or in other written or electronic format. When the terms and conditions of



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communication agreement have been amended to the detriment of the Customer, the Customer has the right to terminate the Agreement with immediate effect within one month from the notice, unless the need to make the amendment is attributable to an amendment in taxation law. Amendments to prices and price lists are as stipulated in sections 9.14 – 9.16.

## 24 Special Terms on the Delivery Devices

- 24.1** The special provisions of this chapter 24 are applied in addition to the general delivery terms when Telia is delivering devices to the Customer.
- 24.2** "Device" refers below in this section 24 to the devices and equipment subject to or included in the delivery.
- 24.3** The delivery clause is provided for in the Agreement. Unless otherwise agreed, the delivery clause is free carrier (designated place of delivery) (FCA Incoterms 2010). The delivery is deemed to have taken place when the devices have been delivered in accordance with the applicable delivery clause.
- 24.4** Telia reserves the right of title to the devices sold to the Customer until the sales price and other payments related to the delivery have been paid in full to Telia, including any interest payments. The risk will transfer to the Customer on the date of delivery according to the applicable delivery clause.
- 24.5** The delivery and the device prices do not include the pre-installation, installation, service or maintenance of the devices or software, or any recycling costs or user training, unless otherwise agreed in the Agreement. Unless otherwise agreed, the installation will take place at the Customer's expense in accordance with Telia's applicable price list and installation terms and conditions.
- 24.6** In addition, any possible device-specific installation instructions regarding, for example, the installation premises, device locations, power supply, cabling, and line connections, as well as any possible installation instructions issued by Telia, the device manufacturer, or the licensor must always be applied.
- 24.7** Having informed the Customer, Telia has the right to replace the devices under the Agreement with other devices. The replacement devices must meet the requirements set forth in the Agreement, and their capacity must be at least as high as that of the devices under the Agreement.
- 24.8** The devices have a regular warranty in accordance with the device manufacturer or importer's general warranty terms, unless otherwise agreed. The Customer shall be liable for any costs arising from the delivery of the device for warranty repair.
- 24.9** In addition to the purchase price, the Customer shall be liable for any delivery costs (including transportation and transportation insurance costs), installation and testing costs, as well as any public charges relating to the products or sale thereof, as well as for any custom and import duties and other similar taxes and payments relating to the device.
- 24.10** If, according to the Agreement, the device must be returned to Telia, the Customer shall be liable to pay all costs resulting from the dissembling of the installation and return of the devices.
- 24.11** Telia may prevent the use of another operator's subscriber connection in a device offered in tie-in sales.

## 25 Special Terms on SaaS Services (Software as a Service)

- 25.1** The special provisions of this chapter 25 are applied in addition to the general delivery terms when Telia is delivering SaaS services to the Customer.
- 25.2** The "Customer's content" refers below in this chapter 25 to the Customer's data, material, and other content transferred to the service or produced by it.
- 25.3** Proprietary and intellectual property rights to the Customer's content will remain with the Customer or a third party. Telia has the right to use the Customer's content to the extent required in the delivery of the service.
- 25.4** Telia has the right to deny the Customer's access to the service if Telia has a justified reason to suspect that the Customer has used the service contrary to the terms and conditions pertaining to it, or contrary to law or authority regulations or if the Customer's use is in breach of the rights of a third party. Telia also has the right to remove the Customer's content that is contrary to the terms and conditions of the service, law or authority regulations or that is in breach of the right of a third party.
- 25.5** Telia has the right to develop and change the service and the environment, including the interfaces, and to have the service or part thereof closed. If the change requires that the Customer's content be transferred to a new software or environment, the Customer will be notified of the change sixty (60) days prior to the change.
- 25.6** The service may support a limited number of users (operating systems) or require certain software or devices in order for it to work. Any restrictions and requirements will be notified in connection with the service. Telia has the right to change the notified supported devices and software during the term of the Agreement. The Customer shall be responsible for ensuring that the Customer's devices, software, and environments comply with the applicable restrictions and requirements, as well as for any costs accrued by the Customer's devices, software, and environments as a result of the changes.
- 25.7** If the capacity of the service is restricted in the user environment, Telia has the right to prevent the use of the overcapacity. Telia always has the right to restrict the capacity available for use by the Customer for a justifiable reason.
- 25.8** Before the expiry of the Agreement or the service, the Customer is obliged to have the Customer's content transferred from the service. Unless otherwise agreed in writing, Telia is under no obligation to store the Customer's content after the expiry of the Agreement or the service.

