



# Elisa Terms and Conditions for Services for Corporate Customers

Elisa General Terms and Conditions for Services for Corporate Customers  
& Elisa Services Special Terms for Corporate Customers



# Elisa General Terms and Conditions for Services for Corporate Customers

## 1. Scope of Application and Other Terms

1. These general terms and conditions ("General Terms and Conditions") shall apply to services and products ("Service") provided by Elisa Corporation, including its affiliated companies and subsidiaries (collectively "Elisa") to corporate customers, unless service-specifically agreed otherwise in writing.
2. The content, scope and prices of each Service shall be defined in the Agreement. In addition to the General Terms and Conditions, following special term and conditions for Elisa's Services shall apply: Special Terms for Data and Communication Services which are to be applied in case of data and communication services; Special Terms for Application Services which are to be applied in case of online application services; Special Terms for Professional Services which are to be applied in case of professional and consulting services; and Special Terms for Equipment which are to be applied to Agreements involving delivery of equipment.
3. In case of discrepancy between two or more agreement documents, the following order of precedence shall apply:
  1. Wordings of the Agreement
  2. Agreement appendices in numerical order
  3. Elisa General Terms and Conditions for Services for Corporate Customers
  4. Elisa Special Terms for Services for Corporate Customers
    - 4.1 Data and Communication Services – Special Terms
    - 4.2 Application Services – Special Terms
    - 4.3 Professional Services – Special Terms
    - 4.4 Equipment – Special Terms
4. Services may also be subject to Service or application-specific Terms of Use which the customer or End User shall be deemed to have accepted at the latest upon starting use of the Service. Elisa may amend the Terms of Use at any time by notifying the Customer or End User.



## 2. Definitions

The following terms are used in the General Terms and Conditions and the Agreement:

### **Professional Services**

Separate assignments and consultation performed alongside a Continuous Service, or in addition to it.

### **Documentation**

Documents and files specified in the Agreement that are related to the utilization of the Service in the customer's own operations, excluding any documentation regarding the production environment and other materials describing Service's production processes.

### **Special Terms**

Elisa's Service-specific Special Terms for Data and Communication Services, Application Services, Professional Services and Equipment.

### **Prices**

Elisa's currently valid standard prices for Services and fees related to them.

### **Continuous Services**

Services that are based on periodical invoicing, such as Data and Communication Services in the continuous use of the Customer, providing an Application or data system to the use of the Customer through a data network, support and maintenance Services of Applications or other systems of the Customer, End User support services or other regularly recurring tasks and actions of Elisa.

### **Terms of Use**

Terms of Use or Service or licensing terms related to Continuous Services set by Elisa or a third party.

### **License**

License to a Service or application received by the customer from Elisa or another right holder.

### **User Environment**

The customer's user environment where Services are installed or where they are used.

### **Equipment**

Third-party manufactured data, communication, computer and other technical devices and embedded software acquired, rented or sold by Elisa and delivered to the customer separately or as part of a Service.

### **End User**

The de facto user of the Service who may be the customer, an employee of the customer or a third party.

### **Service Description**

A description of a Continuous Service or part thereof.

### **Services**

The Continuous Services, separate Professional Services and Projects provided by Elisa to the Customer on the basis of the Agreements, including the delivery of Equipment and Applications relating thereto.

### **Project**

A projectized delivery of end results delivered by Elisa for which the parties have prepared a project plan in advance and described the desired outcome.

### **Agreement**

An Agreement by and between the parties to which these General Terms and Conditions shall form part of.

### **Application**

A standard software or application service made by Elisa or a third party, including customizations and parameterizations by Elisa or a third party.

### **Application Service**

An application made available to the customer online as a Continuous Service through a server run by Elisa, an Elisa sub-contractor or a third party.

### **Production Environment**

Elisa's network, hardware and application environment which it uses to produce Services.



## 3. Agreement Formation

1. Elisa and the customer shall agree and conclude the Agreement for the Service in writing or electronically. An **Agreement shall be deemed concluded upon occurrence of any of the following:**
  - i. the parties have signed the Agreement;
  - ii. upon confirmation of order to the customer;
  - iii. Elisa has otherwise verifiably accepted an order placed by the customer, e.g. by opening the Service; however, at the latest when
  - iv. the Service has been taken into use by the customer.
2. A Service which has not been specifically agreed on does not form part of the delivery.
3. The following sections of the Finnish Act on Electronic Communication Services (917/2014) shall not be applied to the Agreement between Elisa and Customer, nor to the Agreement between Elisa and a customer categorized as a micro enterprise, small enterprise or non-profit organization in the Finnish Act on Electronic Communication Services:
  - Section 106 b;
  - Section 108 a subsection 1 and 3;
  - Section 109 subsection 2;
  - Section 112 subsection 1; and
  - Section 113.

## 4. Services

### 4.1 INITIAL DATA

Receiving correct and accurate initial data and utilization of it in the planning of the Services is essential to the successful delivery of the Services. The customer shall without delay in due time provide Elisa correct and adequate information for the production and delivery of the Service and shall to the best of its ability facilitate the delivery of the Service in other ways. The Customer shall be responsible for the correctness, accuracy and timeliness of the information provided.

### 4.2 THE PRODUCTION ENVIRONMENT

1. Elisa shall be solely responsible for the Production Environment and its maintenance. Elisa shall, if necessary, update the Production Environment at its discretion while ensuring that Services can be delivered as agreed.
2. Elisa shall inform the customer about changes in the Production Environment if the change affects the Service and when informing is reasonably possible. Elisa shall not be responsible for any changes or costs related to changes in the customer's devices, software or other parts of the operating environment.

### 4.3 OPERATING ENVIRONMENT

1. Unless otherwise defined or agreed, the customer:
  - i. shall be liable for the Service's operating environment and ensuring its compliance with Elisa's instructions;
  - ii. shall obtain at their own cost any devices, software, protection, data connections, subscriptions and capacity needed for utilizing the Service; and
  - iii. shall be responsible for equipment programming and other programming and settings, information security and data protection affecting the use of the Service.
2. The customer shall be responsible for ensuring that Elisa has access to the customer's premises, devices and systems for producing and delivering Services.

### 4.4 LICENSE

The Customer shall receive license to use the Service and related documentation and materials for the duration of the Agreement to the extent required for being able to utilize the Service in the customer's internal use as defined in the Agreement. Licenses granted are non-exclusive and non-transferrable.

### 4.5 ID'S

1. Elisa shall provide the customer ID's (e.g. usernames, passwords and other technical addresses and ID's) for using the Service for the duration of the Agreement and solely for the purpose defined in the Agreement. The customer shall have no ownership rights to the ID's, and after the expiration of the Service, the customer's right to use the ID's shall also expire, unless otherwise explicitly agreed or mandated by law.
2. Elisa may change the ID's related to the Service if regulation, network structure-related, service-related or technical reasons require it. Elisa shall inform the customer of any changes in advance within a reasonable amount of time.
3. Elisa shall deliver the ID's to the customer by letter, by e-mail or by text message to the address, e-mail address or phone number provided by the customer. The customer must inform Elisa of changes in contact information without delay.
4. The customer must store usernames, passwords and other comparable ID's for the Service carefully, so that they do not become available to or accessible by third parties. The customer must inform Elisa without delay of the discovery or suspected discovery of the ID's by third parties, or if the Service has otherwise been used without authorization. The customer shall be responsible for all use of ID's created at the customer's request.



#### 4.6 DELIVERY TIME

1. Elisa shall deliver the Service to the customer or begin the delivery of a Continuous Service on the agreed delivery date or within the agreed period of time. If no delivery time or date has been agreed, Elisa shall deliver the Services within a reasonable period of time from the conclusion of the Agreement.
2. The Service shall be deemed to have been delivered once Elisa informs the Customer that the Service is available. A Service which includes Equipment shall be deemed to have been delivered once Elisa has informed the Customer that the Service is available and the Equipment can be collected by the Customer and the Customer has been informed of this.
3. Should the delivery be delayed due to a reason attributable to the Customer or a third party, the time of delivery shall be extended correspondingly and until the cause of the delay has been corrected or removed. The Customer shall compensate Elisa for any damage suffered and costs incurred by Elisa as a result of delays attributable to the Customer, for example costs directed at Elisa by subcontractors.

#### 4.7 ACCEPTANCE OF THE SERVICE

The customer shall inspect the functionality of the Service and the equipment and applications related to it and inform Elisa of any defects or other failures in the Service without delay. If the customer has not informed Elisa of defects in writing within seven (7) days of delivery or having taken the service into use (e.g. production use), the delivery is deemed accepted. Defects or other failures that do not substantially interfere with the use of the Service shall not prevent acceptance of the Service, but Elisa shall be responsible for correcting them.

#### 4.8 CHANGES IN THE SERVICE

1. Elisa may change the technical implementation of the Service as long as the accessibility and usability of the Service remain essentially the same as before the change. In addition, Elisa may always change the Service due to a legislative change or an order of authorities, or if the change is related to changes demanded by a device manufacturer or an application copyright holder.
2. Elisa shall also have a right to replace the Service with another, compatible Service if the previous Service is removed from the selection of Services.

3. Elisa has a right to terminate the production of the Service or one of its features by informing the customer in writing a minimum of two months prior to termination. The customer shall then have a right to cancel the Agreement regarding the terminated Service or feature by informing Elisa in writing a minimum of fourteen (14) days prior to the termination of the Service or its feature.
4. Elisa and the customer may agree on testing pilot services not included in the Service and Service Description alongside the Service or of test using the Service. Unless otherwise agreed, Elisa shall have no responsibilities or liability for piloting services or test use and the customer shall not be obliged to pay for the piloting service or service test use. Notwithstanding the foregoing, the parties shall otherwise comply with the terms of the Agreement. Elisa has a right to change or terminate the production of a piloted service not included in the Service Description at any time.
5. Elisa shall inform the customer of material changes in the Services a minimum of one (1) month in advance. Elisa shall aim to implement changes without interrupting the customer's business.

#### 4.9 GENERAL MAINTENANCE WINDOWS FOR THE SERVICE

1. To ensure the uninterrupted operation of the Service and its production environment, Elisa shall reserve a maintenance window of eight (8) hours quarter-annually and a maintenance window of three (3) hours twice a month to allow Elisa to carry out changes, updates and maintenance. Elisa shall inform the customer of these maintenance windows in advance.
2. In addition, Elisa shall always have a right to carry out critical changes, updates and maintenance, for which Elisa seeks to inform the customer in advance.
3. During a maintenance window there may be breaks in Service accessibility which will usually range from a few minutes to a few hours. Elisa shall seek to minimize the length of the breaks in Services through preparatory actions.
4. In addition, the Agreement may include more specific terms and conditions on changing, updating and maintaining the Services



## 5. Service Prices

### 5.1 SERVICE FEES

1. The customer shall pay Elisa fees for the Service and its use based on the Agreement or the prices of the current price list. The prices listed are VAT exclusive (VAT 0%), and the VAT valid at the time of charging shall be added to the invoice. The customer shall be responsible for paying VAT and other public charges. The payment responsibility shall start from the the Service's delivery date.
2. Additional charges defined in the Agreement shall apply to tasks performed as overtime work at the customer's demand. If these charges have not been defined in the Agreement, additional charges defined in the price list shall apply.
3. Elisa may charge the customer for additional work and tasks not included in the Service according to the price list, unless otherwise agreed.
4. Discount prices based on memberships in unions and other organizations shall expire with immediate effect on the expiration of membership. A campaign price shall be valid only during said campaign, and the customer shall commit themselves to following the campaign terms.

### 5.2 TERMS OF PAYMENT AND CHARGING

1. The customer shall pay Elisa for the Services based on invoices sent by Elisa and charging methods defined by Elisa. The term of payment shall be fourteen (14) days net after the date of the invoice. The customer must send any complaints about the invoice and pay the undisputed part of it no later than the due date. Penalty interest shall be determined by the Interest Act. The customer must pay penalty interest starting from the due date also for the disputed part if the disputed part later turns out to have been invoiced correctly. Elisa shall charge the customer a fee based on the currently valid price list for payment requests, hard-copy invoices and other separately chargeable actions.
2. The customer shall always have a responsibility to pay Elisa for Services they have taken into use.
3. The Customer shall be liable for the payments even if the Service had been used by someone other than the Customer itself. Liability is not diminished by the customer having given an End User's address as a billing address. Elisa may inform such an end user of the customer's breach of Agreement.
4. Elisa may at any time require from the customer an advance payment or collateral, if this is considered to be justified based on the customer's credit, payment behaviour or another valid reason. Elisa shall not pay interest for the advance payment or collateral. Elisa may collect its overdue fees, including penalty interest and collection fees, from the collateral or advance payment.

### 5.3 CHANGES IN PRICES

1. If the prices of the Service have not been agreed to be in force for a fixed term, the prices are in force until further notice. Elisa may change the price of the Service in force until further notice.
2. In addition, Elisa may always change the price for a Service in force for a fixed term under the following circumstances:
  - i. If the price of the Service is based on information provided by the Customer to Elisa and the information provided by the Customer to Elisa are incomplete or incorrect or they change, or if the price of the Service is based on a volume-based pricing system agreed upon with the Customer and the Customer does not meet the agreed volumes (e.g., due to a change in the number of the Customer's Licences).
  - ii. If taxes (such as a change in the VAT) or other fees imposed by authorities applicable on the price of the Service change.
  - iii. If there is a change in legislation or in a decision by an authority or in case of material changes in circumstances.
  - iv. If the Service's price includes services, equipment or Licenses provided by a third party and such third party changes its pricing towards Elisa (such as a change in the price of software provided by a third party).
  - v. If the costs of labour or service production (e.g. energy) increase.
3. Elisa shall notify the Customer of price changes due to Sections 5.3(1) and 5.3(2) in writing, e.g. in connection with invoicing, at least thirty (30) days before they enter into force. In case Elisa increases the price of a Service, the Customer may terminate the Agreement with respect to the relevant Service to end on the date when the price change comes into effect. Customer shall notify Elisa of such termination in writing no later than fourteen (14) days before the date when the change comes into effect. If the Customer does not terminate the Agreement, the changes of the prices of the Services will come into effect on the date specified by Elisa.



## 6. Intellectual Property Rights

### 6.1 INTELLECTUAL PROPERTY RIGHTS

1. No Intellectual property rights shall be transferred based on the Agreement. Elisa or a third party with whom Elisa has signed the necessary licensing and user rights agreements and other agreements granting rights to deliver the Service shall own all intellectual property rights related to the Service and related software, documentation and materials as well as work related to carrying out the Service and materials created as a result, and these rights shall not be transferred to the customer in any part. Elisa shall also own all designs, technical information, applications, descriptions, features and structures of the Service, as well as rights to all data in them.
2. The Licenses granted to the Customer by Elisa can be limited by third-party intellectual property rights and the terms of Licenses granted to Elisa, End User license terms and other restrictions. The Customer shall observe the terms of third parties and shall not infringe their intellectual property rights.

### 6.2 INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

1. Elisa shall be responsible for ensuring that the Services it produces do not by themselves infringe third-party intellectual property rights valid in the country of delivery or country of use at the time the Agreement is concluded. Unless otherwise agreed in writing, the country of delivery and country of use shall be Finland.
2. If the customer is sued or demands are made based on the use of the Service infringing a protected copyright or other intellectual property right in the agreed country of delivery or country of use, 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 proceedings immediately in writing and authorises Elisa to act on behalf of the Customer and gives Elisa all the necessary information and assistance.
3. If the aforementioned intellectual property infringement is determined final or Elisa assesses that an infringement is likely to have happened, Elisa shall at its expense and discretion either
  - i. obtain the customer a right to continue using the subject of the violation;
  - ii. replace the service or its results with an equivalent service or results in accordance with the Agreement; or
  - iii. change the Service or its results in such a way that the violation of rights ceases, and the changed service or result is still in accordance with the contract.

4. If none of the above-mentioned alternatives is available to Elisa on reasonable terms, the Customer shall, at the request of Elisa, stop using the Services. In such a case, Elisa shall refund the price paid by the Customer for the Service less the proportion of the price corresponding to the actual time of use of the Services or results thereof. Elisa may also terminate the Agreement with immediate effect with respect to the Service in question and stop supplying the Service.
5. However, Elisa shall not be responsible for intellectual property rights infringements or allegations thereof that:
  - i. are made by a company which controls the Customer or which is controlled by the Customer within the definition of control laid down in the Finnish Accounting Act;
  - ii. results from the use of the Service for a purpose contrary to the Agreement, from a change made by the Customer or from compliance with the Customer's written instructions;
  - iii. result from using the Service or its results in combination with any equipment, application or service not supplied or approved by Elisa or contrary to Elisa's instructions;
  - iv. could have been avoided by the use of a corresponding released product or service that complies with the Agreement and is offered for use to the Customer by Elisa without separate charge; or
  - v. concern something other than a Service produced by Elisa or a part thereof.
6. If the Service includes third-party software and material, the license terms of such software and material shall determine the liability for intellectual property rights with respect to such software and material.
7. Elisa's responsibility for infringements of intellectual property rights shall be limited to what has been stated here in paragraph 6.2

### 6.3 THE CUSTOMER'S RESPONSIBILITY FOR INTELLECTUAL PROPERTY RIGHTS

1. The customer shall be responsible for ensuring that using software or other materials made available to Elisa by the customer for producing the Service shall not violate a third party's intellectual property rights. The customer must obtain all necessary rights and compensate Elisa for any damage caused by infringements of intellectual property rights.
2. The customer shall compensate all damage caused by the customer infringing the intellectual property rights of Elisa or a third party, such as the unauthorized installation, use, copying, replication or distribution of a service, application or parts thereof. The customer shall not remove, modify or cover the copyright, trademark or other intellectual property rights markings of Elisa or a third party in the service or its results.



## 7. Confidentiality

1. "Confidential information" refers to the trade and professional secrets of Elisa or companies that are part of the same group, such as Service Descriptions, methods of Service implementation, technical descriptions of Services, designs, pricing information, financial state of a party to the Agreement, sub-contractors or other partners. Such information is confidential regardless of the format in which the recipient has received it and whether it has been marked as confidential. Paragraphs 8 (processing and transferring personal data) and 9 (data security and data protection) of these General Terms and Conditions shall exclusively govern confidentiality and non-disclosure of personal data.
2. A party to the Agreement shall treat all confidential information received from the other party with utmost confidentiality. A party may use confidential information only for purposes defined in the Agreement or another approved purpose. Elisa may submit necessary confidential information to another company that is part of the same group, to its sub-contractors and partners by simultaneously informing them that the information is absolutely confidential.
3. The customer may submit Elisa's information and materials only to employees for whom receiving such information is necessary for utilizing the service as specified in the Agreement. The customer shall be responsible for ensuring that its employees and sub-contractors are committed to confidentiality as outlined in this paragraph. Elisa may require a sub-contractor or consultant of the customer to sign a separate confidentiality agreement for the appropriate protection of confidential information.
4. However, the confidentiality obligation does not apply to information that:
  - i. is generally available or otherwise public;
  - ii. the party has received from a third party without a confidentiality obligation;
  - iii. that was justifiably in the receiving party's possession without an applicable confidentiality obligation prior to receiving it from the other party;
  - iv. the receiving party has developed independently without utilizing confidential information received from the other party; or
  - v. the party has a responsibility to hand over based on exigent law, statute, regulatory provision or court order.
5. When the Agreement expires or a party no longer needs the confidential information for the purposes defined in the Agreement, the party shall immediately cease using the confidential information and destroy or return the confidential information and its copies to the party that handed over the information. A party may retain information and copies as is required by law or other regulation by the authorities.
6. The confidentiality obligation shall remain in force even after the expiration of the Agreement, unless otherwise agreed by the parties fully or in part in writing.





## 8. Processing and Transferring Personal Data

### 8.1 GENERAL

1. A Party shall have the right to process personal data managed by the other Party as the controller in accordance with the Agreement and to provide and develop a Service or delivery under the Agreement. The Parties' rights and responsibilities concerning the processing of personal data shall be determined based on the Service. The Parties may agree on their rights and responsibilities as well as on the object, duration, nature and purpose of the relevant processing of personal data in more detail in the Agreements.
2. If the Customer discloses, transfers or provides Elisa with personal data, the Customer shall be responsible for ensuring that it has the right to provide such personal data to Elisa for the purpose set out in the Agreement.
3. Each Party shall be responsible to third parties for the processing of personal data it carries out as the controller.
4. Elisa shall take appropriate technical and administrative actions to protect personal data from accidental, unauthorized and unlawful processing.
5. Elisa shall inform the customer of a significant information security violation of the customer's personal data without unnecessary delay after receiving information of such a violation.

### 8.2 ELISA'S PERSONAL DATA

1. When ordering Services for which Elisa acts as the controller (such as communication services making use of public communications network) and when ordering Services whose provision requires providing Elisa with the contact details of the Customer's contact persons and End Users of the Service, the Customer discloses personal data in its own personal data file to Elisa, and Elisa becomes a controller with respect to such personal data (personal data managed by Elisa as the controller "Elisa's Personal Data").
2. As the controller, Elisa has the independent right to process Elisa's Personal Data at its discretion and for the benefit of Elisa's business. The customer shall be liable for the lawfulness of the processing of the personal data before the disclosure. The customer shall be responsible especially for providing information to its employees and other data subjects as required by law. With respect to processing of Elisa's Personal Data, Elisa shall, as a data controller, observe the Finnish data protection legislation in force at the time (especially the Finnish Data Protection Act 2018/1050 (as amended), the Finnish Act on Electronic Communication Services 2014/917 (as amended) and Data Protection Regulation (EU) 2016/679). Elisa shall process Elisa's Personal Data in accordance with Elisa's valid data protection principles.

3. If Elisa transfers personal data received from the Customer outside the EU/EEA, it shall ensure that the country in question ensures adequate level of data protection as under a Commission decision or, alternatively, due safeguards under law are applied to the transfer. For example, Elisa concluding an appropriate agreement on the processing of personal data using the standard contractual clauses approved by the European Commission constitutes such a safeguard.

### 8.3 PERSONAL DATA OF THE CUSTOMER

1. The provision of Services may include processing of Personal Data for which the customer is deemed to be the data controller ("Customer's Personal Data"). In this case, Elisa acts as the data processor and the customer as the data controller to such Customer's Personal Data.
2. The nature and purpose of the processing, the object and the duration of the processing, the types of Customer's Personal Data, the categories of data subjects and other instructions given by the data controller are defined in more detail in the Agreement and in the Service-specific service descriptions.
3. When Elisa acts as a processor, the Customer's Personal Data shall be processed in accordance with current legislation and written instructions provided to Elisa by the customer. Elisa may refuse to carry out an obligation based on the customer's instructions if it has reasonable cause to consider the instructions to be contrary to law, regulatory provision, court order or other regulations binding for Elisa. Elisa shall inform the customer of its refusal to follow such an instruction or part of it.
4. Elisa shall immediately assist the customer in the implementation of the responsibilities set for the customer by data protection legislation, such as registree rights, through the customer's specific written instructions and at the customer's expense. Elisa shall keep a record of its data processing actions only in accordance with reasonable and specific written instructions provided in advance by the customer.
5. Elisa may as required by the Services and in accordance data protection legislation transfer Customer's Personal Data outside the EU/EEA, if the transfer is made with adequate data transfer mechanisms for example with the European Commission's standard contractual clauses or in compliance with other data transfer mechanisms in force at the time, such as transferring the Customer's Personal Data to third countries recognized by the European Commission to have an adequate level of data protection or on the basis of binding company rules. If the transfer is concluded with European Commission's standard contractual clauses Elisa shall ensure that the transfer is concluded in accordance with applicable data protection legislation. If the used data transfer mechanism ceases to exist, Elisa and customer shall ensure the adoption of an alternative data transfer mechanism in cooperation.



6. Certain services may enable the customer to collect and store personal data, such as recording meetings. The customer shall be fully responsible for its own collection, storage and other processing of personal data through such services or otherwise as well as its legality.

## 9. Data Security and Data Protection

### 9.1 GENERAL RESPONSIBILITY

1. Both Parties shall on their part see to and be responsible for data security and data protection when processing personal data, and comply with legislation. If necessary, the distribution of responsibilities related to data security and data protection between the Parties shall be determined in more detail in the Agreement
2. Each Party shall ensure that the part of the deliverables which it is responsible for under the Agreement and the Party's own environment, such as equipment, service production facilities and business premises, are protected against data security threats in accordance with the appropriate data security procedures followed by the Party, and that measures relating to data security and backup are complied with.
3. In situations defined by law, a party may audit the other party's actions based on the Agreement in accordance with written terms set by the parties specifically for each audit. Applicable legislation and the data security and data protection requirements of other customers and business partners may affect the extent of the auditing right. The audit shall always be carried out in a manner which does not compromise the business secrets of a Party or of other customers, or a Party's undertakings towards other customers, or disrupt Elisa's Service production.

### 9.2 ELISA'S COMMUNICATIONS NETWORK

1. Elisa shall be responsible for the data security of its own communications network and the data security services it offers. Elisa shall not be responsible for the information security of the public Internet or faults in it, or of other factors impeding the use of the service that are beyond Elisa's control or damage caused by them.
2. Elisa may take action to prevent breaches of data security and to eliminate impediments to data security. Such actions include the prevention of transmitting or receiving messages or deletion of malicious software from messages that compromises information security. Elisa shall base the scope of action on the seriousness of the fault and stop them as soon as the grounds for them have ceased to exist. Elisa shall publish information about information security threats, ways of protecting oneself from them and their effects on its web site or by other appropriate means.

### 9.3 MEASURES UNDER CUSTOMER'S RESPONSIBILITY

The customer shall be responsible for the adequate protection of the data networks, devices, systems, software and other prerequisites for using the Service that the customer is responsible for by utilizing appropriate information security measures and practices and other forms of protection.

### 9.4 CUSTOMER AND TRAFFIC DATA

1. Regarding traffic data and other similar data created during communication, the customer understands and accepts that Elisa's operation and ability to hand over or report such data to the customer are regulated by the Finnish Act on Electronic Communication Services 2014/917 (as amended).
2. Elisa may process customer register data, for example, for the purposes of maintaining a customer relationship, developing Services or marketing in a way described in the current description of customer data file.

### 9.5 BACKUPS

The customer shall be responsible for creating backups of the data, files and documents they have stored into the Service or using the Service and for verifying their functionality. Elisa shall not be responsible for damages caused by the deletion, disappearance or modification of data, files



## 10. Liability

1. Each Party shall compensate the other Party for direct damage caused by Party as a result of its act or breach of the Agreement. Neither party shall be liable on the basis of Agreement for any indirect or consequential damage suffered by the other party, such as reduced or lost profits, revenue or production or other loss of profits or benefits.
2. The limited liability outlined here in chapter 10 shall not, however, apply to a party's wilful actions or gross negligence, chapter 6 (Intellectual Property rights) or chapter 7 (Confidentiality).
3. Elisa's liability for damage suffered by the Customer shall in all cases also be limited as follows:
  - i. Elisa's liability for a defect in the Services shall primarily be limited to remedying the defective Service or alternatively to performing the defectively performed Service again;
  - ii. If it is not possible to remedy the defect as set out in subsection (i) or it is not possible or in Elisa's view economically reasonable to perform the Service again, Elisa shall compensate the Customer for the direct and proven damage caused by Elisa's negligence however subject to limitations below;
  - iii. If it is a question of a Continuous Service, the maximum amount of damages shall be the computational monthly price (exclusive of VAT) of the defective or delayed Continuous Service or of the relevant part thereof at the time of the breach multiplied by three (3);
  - iv. For one-off deliveries or other than Continuous Services, the maximum amount of damages shall be fifteen per cent (15%) of the price (exclusive of VAT) of the Service or part thereof the delivery of which was affected by the defect or delay;
  - v. If Elisa has a responsibility to pay a special penalty fee, service level sanction or other compensation agreed upon in writing, Elisa additionally has a responsibility to pay compensation for damages only for the part that exceeds said penalty fee, service level sanction or other compensation, to a maximum set by the limited liability outlined here in chapter 10;
  - vi. If Elisa has paid compensation to the end user of the Service, the customer shall not have a right to compensation for the same defect or delay. The customer can demand compensation from Elisa only when and only for the part for which Elisa has not paid compensation to the end user for the same defect or delay, and/or damages to a third party have been caused directly by processing the customer's personal data (defined in chapter 8.3) in a manner contrary to Elisa's Agreement or the customer's instructions and the amount of compensation paid by the customer to the third party is reasonable and justified.
4. Sections 118 – 124 of the Finnish Act on Electronic Communication Services (917/2014) shall not be applied to the Agreement between Elisa and Customer, nor to the Agreement between Elisa and a customer categorized as a micro enterprise, small enterprise or non-profit organizations in the Finnish Act on Electronic Communication Services.
5. Elisa shall not be responsible for the loss, disappearance, modification or delay of the customer's data or files or any damages and expenses arising out of the aforementioned, such as the costs of recreating files, unless otherwise agreed in writing.
6. Elisa shall also not be responsible and shall not be liable for any costs, expenses or damages arising out of matters or events the customer is responsible for or which are otherwise beyond Elisa's control, such as:
  - i. content created by the customer or a third party;
  - ii. materials the customer has stored in the Service or by using the Service;
  - iii. unauthorized use or attempted unauthorized use of the Service or software;
  - iv. compensations determined in the license or service terms of a service or software produced by a third party;
  - v. data security of the public Internet or other defects and disruptions in the datacommunications network that are beyond Elisa's control.
7. A party must demand compensation from the other party in writing within a month from the time they discovered or should have discovered the defect or occurrence on which the claim for damages is based on.



## 11. Term and Termination of the Agreement

### 11.1 VALIDITY OF THE AGREEMENT

Service-specific terms of term and termination shall be defined in the Agreement. Unless otherwise agreed in writing, a fixed-term Agreement shall continue after the expiration date until further notice, unless terminated in writing a minimum of three (3) months notice period. An agreement valid until further notice shall be terminated in writing and will expire in three (3) months from termination.

### 11.2 SUSPENDING THE SERVICE

1. Elisa may suspend the delivery or use of the Service fully or in part for the following reasons:
  - i. Agreed payments to Elisa or another telecommunications company have not been paid regardless of a payment request;
  - ii. the required collateral has not been submitted;
  - iii. the customer has been placed into liquidation, declared bankrupt or otherwise found to be insolvent;
  - iv. based on a decision by competent authorities or a court order; or
  - v. the customer fails to comply with the terms of Agreement.

### 11.3 CUSTOMER'S RIGHT TO TERMINATION

1. The customer may terminate the Agreement with immediate effect:
  - i. if the Service materially differs from what was agreed and Elisa fails to remedy the Service or renew its delivery within a reasonable time set by the Customer, yet lasting at least thirty (30) days, from the Customer's written notice;
  - ii. if the delivery of the Service is unreasonably delayed due to a reason arising solely from Elisa's negligence and does not occur even within a reasonable extension set by the Customer in writing, which must be at least thirty (30) days; or
  - iii. if Elisa has been declared bankrupt or is under other insolvency proceedings, or it is otherwise obvious that Elisa is unable to fulfil its financial obligations under the Agreement.
2. The right of termination only concerns the defective or delayed part of the Service. The Customer's right of termination also requires that such defect or delay in the Service is of substantial importance to the Customer and that Elisa should have known this. Termination shall be made in writing.

3. Elisa shall have a corresponding right to terminate such other Services the delivery of which is essentially connected to the Service that the Customer has terminated.

### 11.4 ELISA'S RIGHT TO TERMINATION

1. Elisa may terminate the Agreement with immediate effect fully or in part:
  - i. if use of the Service has been entirely suspended for more than a month;
  - ii. if the customer's payment is late or the customer has failed to provide the required collateral regardless of a written payment reminder from Elisa more than thirty (30) days after the original due date. The customer shall be informed of the possibility of termination in the payment reminder or otherwise in writing no later than fourteen (14) days prior to termination of the Agreement;
  - iii. if delivery of the Service is prevented by a force majeure;
  - iv. if the customer has been declared bankrupt or is under other insolvency proceedings, or it is otherwise obvious that the customer is unable to carry out their financial obligations under the Agreement; or
  - v. if the Customer has otherwise materially breached its obligations under the Agreement and has not remedied such a breach within thirty (30) days of receiving a written notification thereof.
2. Termination by Elisa on the above-mentioned grounds does not release the Customer from the obligation to make the payments under the Agreement until the end of the agreement period, unless the termination of the Agreement has resulted from force majeure.

### 11.5 MEASURES UPON TERMINATION OF SERVICE

1. The parties agree that in the Agreement, Services and their pricing shall be agreed as a whole. If the Customer terminates the fixed-term Agreement before the end of the fixed period for reasons other than those arising from Elisa and justifying such termination as set out in section 11.3 (1) or for reasons separately set out in the Agreement, or otherwise terminates the agreed service and pricing package, the Customer shall be obligated to pay Elisa the fixed periodical payments applicable at time of the termination for the remaining months of the fixed-term Agreement. In addition, the Customer shall due to the premature termination of the agreed Service and pricing package pay Elisa a sum corresponding to the total invoicing of six (6) months of the Customer's Services in question (for the period preceding the termination). The Parties shall negotiate new prices for the remaining Agreements and Services.



2. The customer shall copy or print data they have stored in systems that are part or subject of a Continuous Service to the extent that they need before the end of the Continuous Service's Agreement period. After the end of the Agreement period, Elisa may delete data stored by the customer from systems, and Elisa shall subsequently not have a responsibility to restore data stored by the customer.
3. At the termination of the Service, the customer shall return any devices owned by Elisa (or a third party) they were using as well as all other property in the same condition they were received in (taking into account normal wear and tear). Elisa shall take care of any required device uninstallations, packing and transportation at the customer's expense, unless otherwise agreed.
4. The customer shall destroy, or at Elisa's request return, all copies of software and other materials (e.g. SIM cards) for which they were granted access rights and delete or otherwise disable software and interfaces installed on the customer's devices.
5. At the termination of service, Elisa shall not reimburse the customer periodical fees for Continuous Services paid in advance or payments related to the deployment of a continuous service.
6. Elisa may delete the customer's personal data thirty (30) days after the expiration of the Agreement. Elisa has a right to retain copies required by law or official regulations.

## 12. Force Majeure

1. Neither Party shall be liable for any delay or damage resulting from circumstances beyond the Party's control which the Party could not have reasonably been expected to take into account upon the conclusion of the Agreement and whose consequences the Party could not have reasonably avoided or overcome.
2. Unless proven otherwise on a case-by-case basis, a force majeure includes new legislation or regulatory provisions binding on the party, a cable damage or other similar damage caused by a third party, electrical network overvoltage, disruptions in general traffic, data traffic or distribution of electricity, an import or export blockade, international sanctions, disruptions in the supply of energy or an essential raw material, fire, thunder, storm, earthquake, water damage or a comparable natural disaster, war, rebellion or national state of emergency, strike, lockout, boycott or comparable industrial action, or another unusual cause beyond a party's control with similar effects. A strike, lockout, boycott or similar industrial action shall, unless proven otherwise, be considered a force majeure also in situations where the party itself is the target of the action or participates in it.

3. The prevention of the delivery of a Service due to a reason arising from Elisa's subcontractor, supplier or licensor constitutes force majeure for Elisa if the subcontracted or licensed Service cannot without unreasonable costs, additional work or significant loss of time be acquired from another source or be performed in another manner.
4. A party must inform the other party without delay of a force majeure and the cessation of a force majeure. If it has become obvious that the force majeure shall delay or prevent delivery of the service for more than three (3) months, either party may cancel the part of the Agreement affected by the force majeure without either party having a right to demand compensation based on cancellation.

## 13. Other Terms

### 13.1 ASSIGNMENT OF THE AGREEMENT

The customer may not assign, wholly or in part, without Elisa's written consent. Elisa may assign the Agreement wholly or in part to a company which under the Finnish Accounting Act belongs in the same group as Elisa or, in connection with a transfer of business operations, to the company receiving the business operations in Finland. Elisa may also assign its receivables under the Agreement to a third party.

### 13.2 SUB-CONTRACTORS

Elisa may use subcontractors, and Elisa shall be liable for the work of such subcontractors as for its own work. Unless otherwise provided in mandatory legislation, the Customer may upon request receive more information about the subcontractors used by Elisa at the time.

### 13.3 PUBLICITY AND COMMUNICATION

Elisa may use the customer as a reference in sales and marketing.

### 13.4 EXPORT RESTRICTIONS

The customer shall comply with the laws and regulatory provisions of both Finland and the country of origin of the Service, device or application that concern the export of Services, software, products, technical information and other materials from Finland to foreign countries and otherwise commit to refraining from handing them over to a third party when the handing over would violate the laws or regulatory provisions of either Finland or the country of origin of the Service, device or application. The customer shall also abide by the orders and instructions given by Elisa or its supplier.



### 13.5 THE CUSTOMER'S INVOICING AND CONTACT INFORMATION

Elisa shall send invoices, notifications and other messages to the address last provided by the customer in writing or electronically. The customer must inform Elisa of changes in their contact information without delay.

### 13.6 COMPLIANCE WITH THE ACT ON CONTRACTOR'S OBLIGATIONS

The Finnish Act on the Contractor's Obligations and Liability when Work is Contracted Out (1233/2006, hereinafter "Act on the Contractor's Obligations") obliges the contractor of work to establish that the parties with which it has concluded agreements comply with their statutory obligations. Elisa complies with the Act on the Contractor's Obligations for its part and has been entered into the tilaajavastuu.fi register maintained by Suomen Tilaajavastuu Oy.

## 14. Dispute Resolution

1. The Agreement shall be governed by Finnish law (excluding its choice of law provisions).
2. Disputes arising out of the Agreement shall be resolved primarily through negotiations between the parties. If the dispute cannot be settled amicably by the Parties within three (3) months of when a Party has notified the other Party of the emergence and cause of the dispute in writing, either Party may submit the dispute to arbitration to be finally settled in accordance with the Arbitration Rules of the Arbitration Institute of the Finland Central Chamber of Commerce by a tribunal consisting of one (1) arbitrator in Helsinki in the Finnish language. As a secondary option, the parties may also agree in writing to resolve the dispute in the District Court of Helsinki or the district court of the customer's domicile.

3. However, Elisa shall always have a right to take a matter concerning its receivables to be resolved by the District Court of Helsinki or the court of first instance of the Customer's domicile.

## 15. Validity of the General Terms of the Agreement and amendments to the terms of the Agreement

These Elisa General Terms and Conditions shall be valid until further notice starting from October 1, 2023. These General Terms and Conditions and Special Terms concerning the Service as well as other terms and conditions related to the Service may be amended by Elisa. The Service will be subject to the new terms as of their entry into force.

*elisa*

# Elisa Services Special Terms for Corporate Customers



## Elisa Services Special Terms for Corporate Customers

# Data and Communication Services

### 1. General

These special terms shall apply to the data and communication services and products (“Data and Communication Service”) provided to corporate customers (“Customer”) by Elisa Corporation and its group companies (“Elisa”) based on the Agreement between Elisa and the Customer.

### 2. Production of Data and Communication Services

1. Elisa shall have the right to produce the Data and Communication Services as it deems fit and to use licensors and subcontractors in providing the Data and Communication Services.
2. The Data and Communication Services shall only include the Services and Equipment described in the Agreement and its Service Description.
3. Elisa shall provide the Customer with the instructions of the Data and Communication Services.
4. Unless separately agreed, the Data and Communication Services shall not include user training.
5. Due to the nature of the Data and Communication Services, Elisa does not warrant that:
  - i. the Data and Communication Service is fit for a particular purpose or meets the Customer’s requirements;
  - ii. the Data and Communication Service is uninterrupted, timely, error-free or free from malware;
  - iii. the features of the End User’s terminal device are usable in Elisa’s network; or that
  - iv. the Data and Communication Service or its use does not infringe any party’s rights.

### 3. Limitations of Use

1. The Customer shall use the Data and Communication Service at its own risk and only in its own business. Unless otherwise agreed, the Customer shall have no right to resell or distribute the Data and Communication Service.
2. The use of the Data and Communication Service and web pages shall take place on the Customer’s responsibility. Elisa shall not be liable for any information, material, products or other services produced by third parties and obtained via the Data and Communication Service or websites.

### 4. Geographical Scope of the Data and Communication Service

#### 4.1 GENERAL

1. Elisa shall decide on the geographical scope of the mobile network and the features thereof.
2. Elisa shall have the right to prevent the use in its network of such terminal devices that have been reported stolen in Finland or another country. The Customer’s liability for the payments of the subscription shall terminate when Elisa receives notice of the illicit transfer of the subscription to a third party.





#### 4.2 USING THE SUBSCRIPTION ABROAD (EU/ETA AND OTHER COUNTRIES)

1. Elisa's roaming agreements with foreign operators enable Elisa subscriptions to be used abroad in the coverage zones of foreign operators in ways defined by Elisa. Elisa may have subscriptions or additional services that prevent the subscription from being used abroad. The services provided by foreign operators and their quality may differ significantly from Elisa's services and their quality. Elisa is not responsible for the services provided by foreign operators.
2. Normal roaming charges in accordance with the roaming price list are charged for using the subscription abroad. Calls, messages and data transfer charges are usually higher abroad than in Finland. Valid, countryspecific price lists and additional information are available (in Finnish) at [elisa.fi/roaming](http://elisa.fi/roaming).
3. If the Customer spends a lot of time in border regions, the Customer must change the network or operator selection setting from automatic to manual in the device settings. When Elisa's network is selected manually, a call or data transfer connection is not transferred to a foreign network without the Customer knowing it. Elisa is not responsible for any expenses caused by any unintentional use of a foreign network.
4. Elisa is not responsible for any limitations of the use or availability of the mobile services outside of Finland. If the SIM-card is used in any other country than Finland, the Customer or the end user shall ensure that the use is in compliance with the applicable legislation and regulations of those other countries. Elisa has a right to limit the quantity of data transfer in foreign networks.

#### 4.3 USING THE SUBSCRIPTION IN EU/EEA COUNTRIES

1. Roaming in EU/EEA countries is governed by the EU roaming regulation (Regulation (EU) 2015/2120 of the European Parliament and of the Council). The purpose of the regulation is to enable the use of mobile subscriptions in EU/EEA countries at domestic prices through the nonapplication of retail roaming charges when travelling in EU/EEA countries. The regulation does, however, permit
  - i. an additional roaming charge to be collected in accordance with any sustainability mechanism decision issued by the Finnish Communications Regulatory Authority,
  - ii. data transfer to be restricted in accordance with the fair use policy, and permanent roaming to be monitored and restricted in order to prevent any misuse and
  - iii. alternative pricing mechanisms to be used if agreed upon with the Customer.

2. According to the sustainability mechanism decision, Elisa can charge an additional roaming fee on top of domestic prices for roaming.
3. Elisa can also decide to apply the fair use policy, allowing it to restrict the use of data transfer and to collect an additional charge for data transferred in excess of the level of reasonable use in accordance with the roaming regulation.
4. Elisa and the Customer may also agree upon another alternative roaming prices. The Customer has the right to change its alternative roaming prices to be in accordance with the roaming regulation by notifying Elisa of the change. If not otherwise agreed with the Customer, any changes in prices will enter into force one (1) day after the receipt of the notification, and confirmation will be sent to the Customer of any changes.
5. The Customer acknowledges that the roaming regulation and possible related official decisions may substantially change the cost and pricing structure of the mobile communication services and also result in changes to the services and prices defined in this Agreement. The Customer accepts, that due to the roaming regulation, related official decisions and guidelines or any changes made therein, Elisa has the right to change its services and pricing regarding domestic and roaming usage by notifying the Customer thereof one (1) month in advance.
6. The purpose of the roaming regulation is not to enable permanent roaming in EU/EEA countries. Elisa has the right to monitor the use of the subscription in EU/EEA countries and intervene in any misuse. "Misuse" includes the location of the subscription in other EU/EEA countries than Finland during a monitoring period of four (4) months, provided that during such monitoring period also more than 50% of subscription traffic takes place in other EU/EEA countries than Finland.
7. A notification of any suspected misuse can also be issued, demanding that the customer return to their domestic network within fourteen (14) days. The notification includes a description of the conditions required to continue roaming. If acceptable reasons are not provided in writing within the deadline, Elisa has the right to collect additional charges for roaming.

## 5. Itemised Invoice

Upon request, the Customer or the End User may receive an itemised invoice based on the use of the Data and Communication Service insofar as it is possible technically and under legislation. The itemisation shall be ordered no later than within two (2) months of the date of the invoice. Elisa shall charge a fee for the itemisation in accordance with the Price List.



## 6. Processing of Customer and Traffic Data

1. Elisa may process registered customer data for e.g. managing customer relationships, developing Data and Communications Services, and marketing as specified in the valid register description of the customer data. Data may be disclosed subject to the conditions set out in law. The register descriptions and the data protection principles are available on Elisa's website.
2. Unless otherwise agreed, Elisa shall have the right to send the Customer or End User direct marketing messages, announcements and other customer communications in electronic form, for example by email or SMS.
3. To the extent permitted by law, Elisa may also send similar communications, including direct marketing messages, to End Users' mobile phone subscriptions.
4. The Customer may prohibit Elisa from using and disclosing customer data pertaining to the Customer for direct advertising, distance selling and other direct marketing purposes as well as marketing research and opinion polls.
5. Elisa may process traffic and location data for example for performing and using Data and Communication Services, for invoicing and technical development, and for marketing purposes in accordance with valid legislation. Processed data includes, inter alia, the type of the mobile phone and other data related to the terminal device, location data of the subscription and other traffic data related to the use of the Data and Communication Services, such as subscription numbers and the times and durations of connections. Traffic and location data shall be processed for the time required by the measures listed above.
6. Elisa may record customer service calls and other communications, including sales calls. Elisa uses the recordings for example for verifying transactions and investigating complaints, and for quality control and training.

## 7. Emergency Calls and Messages

Emergency calls, determination of the caller's location and emergency text messages made with the subscription over the public communication network are regulated in legislation and the regulation of the Finnish Communications Regulatory Authority. In the telephone network, Elisa shall on its part see to its statutory obligations related to the locating of the caller and ensure that the End User can connect to the emergency telephone number 112 without charge by calling or sending an SMS. Locating the caller and sending an SMS is not possible with mobile phones without a SIM card, however.

## 8. Network Traffic Management

Within the limits prescribed by law, Elisa shall have the right to prioritise, measure and control data traffic to, e.g. execute the Data and Communication Services, manage peak situations and prevent network overloads, which may influence the quality of the offered Data and Communication Services.

## 9. Inappropriate Use of the Data and Communication Services

1. The Customer and the End User shall use the Data and Communication Service so that the use does not result in illegal harm or disruption to services, the public communication network, other users or third parties. The Customer shall immediately disconnect from the communication network any equipment or software disrupting the operation of the network or services. The Customer may not conduct mass mailings in contravention of legislation or authorities' instructions or use the Data and Communication Service primarily for routing calls between networks. The Customer shall not make use of any automatic systems for direct marketing or other purposes when using the Data and Communication Services.
2. The Customer shall be liable for the material and content transmitted via the Data and Communication Service or by using the Data and Communication Service to other End Users or to the servers of Elisa or third parties and the material and content saved in or with the help of the Data and Communication Service. The Customer shall also ensure that any equipment or software that the Customer is responsible for, any material or content provided by the Customer, or any material or content transmitted through the Data and Communication Service, does not cause any disruption to the services or the availability thereof or to the communication network, contravene good practice or the applicable laws or authorities' decisions or recommendations, or infringe any copyrights of third parties.
3. If Elisa, an authority or a third party claims that such content or material has been transmitted to other End Users or similarly to the servers of Elisa or a third party through the Customer's Data and Communication Service, Elisa shall have the right to remove such infringing content or material without notifying the Customer thereof or prevent the use of the Data and Communication Services through the means available. The Customer shall be liable for the loss, alteration or delay of content and material transmitted using the Data and Communication Service as well as claims and disputes related to the content and material and any damage related thereto.



## 10. Maintenance of the Data and Communication Services

### 10.1 GENERAL

1. Elisa shall maintain the usability of the delivered Data and Communication Services in accordance with the agreed service levels.
2. In addition to what has been agreed in the Agreement on Elisa's right to make changes to the Production Environment and/or Services, Elisa may make minor changes affecting the Data and Communication Service, e.g. smart card and SIM technology, and the use thereof but not the essential scope of the Data and Communication Services.
3. Elisa may use communication networks to send settings facilitating the use of the subscriber connection to the End User's terminal device.

### 10.2 COMMUNICATION NETWORK

Elisa's support and maintenance responsibility concerns the communication network in Elisa's Production Environment. Elisa shall not be responsible for the internal networks in a building in the Customer's target and operating environment, unless otherwise agreed.

### 10.3 MAINTENANCE OF EQUIPMENT

1. Equipment owned by Elisa, in the use of the Customer and included in the Data and Communication Service shall be replaced and repaired taking into account normal wear and tear. The Customer may not change or alter the Equipment or the associated software without Elisa's consent. In other respects, Elisa's Special Terms Equipment shall apply to the Equipment included in the Data and Communication Services.
2. The Customer shall be responsible for equipment programming and other programming and settings affecting the use of the Data and Communication Services. The Customer shall be responsible for obtaining additional protection and protection systems for its software and equipment.

### 10.4 FAULT NOTIFICATIONS

Fault notifications may be submitted to Elisa 24 hours a day. In the event of a fault, Elisa shall at its discretion either correct the Data and Communication Service or replace it with a substituting Data and Communication Service. Unless otherwise agreed, Elisa shall begin work which it is liable for within three (3) work days of receiving the fault notification. Such response time shall stop running if the correction work is prevented by a cause which is on the Customer's or a third party's responsibility or which is otherwise not attributable to Elisa. The Customer shall not have the right to maintain or alter the Data and Communication Service without Elisa's consent.

### 10.5 REMEDYING OF DEFECTS

1. Elisa shall not be liable for remedying such defects and disruptions which are caused by a reason attributable to the Customer, the End User or a third party, such as erroneous use of the Data and Communication Service, non-compliance with user instructions, or use of equipment, software, settings, configurations, connections or other requirement for use not forming part of the Data and Communication Services. Elisa shall not be liable for remedying any defects or errors in software developed by third parties.
2. An error or defect in the Data and Communication Services shall be deemed remedied in an acceptable manner once it has been found to work in testing conducted jointly by the Parties or the Customer finds it to work, yet no later than within one day of when Elisa informed the Customer of that it works.
3. If the error or disruption does not fall within the scope of Elisa's support and maintenance responsibility, Elisa shall have the right to charge the fee set out in its Price List for the diagnosis and location of the error or, if it is question of work carried out by Elisa's subcontractor, the fee charged by the subcontractor. Elisa may also charge the Customer for such support and maintenance which is not covered by the agreed Data and Communication Service.



## 10.6 SUSPENSION OF THE DATA AND COMMUNICATION SERVICES

1. In addition to what is set out in the Agreement on Elisa's right to suspend the provision of the Data and Communication Service, Elisa shall also have the right to suspend or interrupt the delivery of the Data and Communication Service to the Customer wholly or in part for the following reasons:
  - i. The suspension is necessary for the repair, updating or maintenance of the Data and Communication Service or part thereof or for the repair or construction of a communication network or part thereof, relating to the Data and Communications Services, or it is otherwise necessary for ensuring the data security, availability or operation thereof.
  - ii. The manner in which the Data and Communication Service is being used or equipment which the Customer is responsible for has caused or causes harm or disruption to Elisa's equipment, the public communication network or the communication network used by a third party, or the use or users of telecommunication connections;
  - iii. The suspension is required for enabling communications required by public order and security;
  - iv. Elisa has reason to suspect that the Services have been used for activities which are contrary to law or good practice; or
  - v. The Customer transmits unwanted or unsolicited material (e.g. spam) through the Data and Communication Service.
2. If reasonably possible, Elisa shall inform the Customer of the suspension in advance.
3. Elisa shall have the right not to connect calls or otherwise prevent such use of the Data and Communication Service which evidently seeks unlawful financial benefit and which accrues charges to the Customer.
4. The suspension of the use of the Data and Communication Service does not release the Customer from its obligation to pay non-volume-based charges. If the suspension is attributable to the Customer, Elisa may charge the Customer for reopening or reconnecting the Data and Communication Service in accordance with the valid price list.



## Elisa Services Special Terms for Corporate Customers

# Application Services

### 1. General

These Special Terms shall apply to the Application Services (“Application Service”) provided as Continuous Services to the corporate customers (“Customer”) of Elisa Corporation and its group companies (“Elisa”) on the basis of the Agreement between Elisa and the Customer.

### 2. Content of the Service

1. Elisa shall produce the Application Service as it deems fit, and Elisa may use licensors and subcontractors. Elisa may change the working methods, equipment, telecommunications connections, software or other parts of the Application Service or of systems forming part of the Application Services and change its licensors or subcontractors.
2. Elisa shall be responsible for ensuring that the Application Service substantially functions in accordance with the Service Description and the latest end user documentation. Elisa shall not have such responsibility if the Application Service does not function because of an accident, abuse or unauthorised modification.
3. Elisa shall not guarantee that:
  - i. the Application Service is fit for a particular purpose or meets the Customer’s requirements;
  - ii. the Application Service is uninterrupted, timely, error-free or free from malware;
  - iii. the Application Service does not infringe any party’s rights; or that
  - iv. the Application Service can be used in ‘high-risk activities’ which involve the risk of death, personal injury or damage to property or the environment, and Elisa shall not be liable for the use of the Application Service in such high risk activities.
4. Elisa shall provide the Customer with the instructions of the Application Service.
5. Training is not included in the Application Service, unless separately agreed otherwise.
6. The Application Service does not include data connections of communications, subscriptions, capacity, equipment or other software or their protection systems, and the Customer shall acquire these separately at its own expense. The Customer shall be responsible for these requirements for the use of the Application Service and the resulting costs, including configurations and settings, and their effects on the Application Service.
7. The use of the Application Service may require installing a user interface or software in the Customer’s equipment. The user interface or the software enables the use of the Application Service on the Customer’s equipment.



### 3. Delivery and Acceptance of the Application Service

1. The time of delivery shall be agreed for the Application Service in the Agreement. If no time of delivery has been agreed, the times of delivery of the Agreement shall apply.
2. The Customer shall provide Elisa with sufficient and correct information for the delivery and otherwise optimally contribute to the delivery of the Application Service. The Customer shall be responsible for the information and instructions it provides to Elisa and for updating them.
3. If the Application Service includes a data saving functionality, Elisa's liability for retaining the data commences when the data has been successfully saved as part of the deployment of the Application Service and Elisa has notified the Customer that the data has been saved successfully.
4. If the delivery is delayed for a reason arising from the Customer or a third party, including a licensor or Elisa's supplier, the time of delivery shall be extended until such reason has been corrected or removed.
5. Elisa and the Customer may agree on a test period during which the Customer may test the Application Service. Elisa assumes no responsibilities and has no liabilities during the test period. The Customer shall not be obligated to pay any service fee for the test period, but Customer must otherwise observe the Agreement and these special terms.

### 4. Use of the Application Service

1. Elisa, or a potential third party, owns all intellectual property rights related to the Application Service, and they shall not be transferred to the Customer to any extent. Elisa shall grant the Customer a non-exclusive license to the Application Service or Application for the validity of the Agreement to the extent necessary for utilising the Application Service in accordance with the Agreement in the Customer's internal use. The license is non-transferable. The Application Service and the Application may be used only in the country of sale, unless otherwise agreed in writing.
2. The Customer may use the Application Service only in its own operation.
3. The Customer shall have no right to resell or distribute the Application Service, or use it as a basis for a service centre or for operating websites.
4. The Application Service, its API (Application Programming Interface) or Application or other software may not be reverse engineered, reassembled or otherwise analysed. The Customer may not develop, change or modify the Application Service or the Application. The Application may not be reproduced other than within the limits of mandatory copyright legislation.
5. The Customer may make the Application Service available only to designated users.

6. The Parties may also agree on the use of the Application Service if the Customer itself acquires all the necessary software licenses for the Application. The Customer shall give Elisa the right to check with the licensor that the Customer has all the necessary licenses and the validity of the licenses. If the validity of the licenses ends before the termination of the Agreement concerning the Application Service, Elisa shall have the right to raise the price of the Application Service to correspond to the price of the Application Service when it includes the licenses or, at its discretion, cease to provide the Application Service.
7. Elisa shall not be liable for any interruptions in the Application Service caused by missing licenses.
8. The use of the Application Service and websites shall take place on the Customer's responsibility. Elisa shall not be liable for any information, material, products or other services produced by third parties and obtained via the Application Service or websites.

### 5. Availability, Support and Maintenance of the Application Service

1. The Application Service, the related Application and the Licenses are delivered "as is" and "as available". Elisa endeavours to keep the Application Service available constantly on a 24/7 basis, excluding temporary maintenance breaks and maintenance windows, which may occur because of maintenance, updating or repair measures or for the purpose of ensuring or restoring the availability, performance, retrievability, data security or controllability or other similar breaks. Elisa shall not be liable to pay compensation for the breaks. If reasonably possible, Elisa shall inform the Customer of the breaks.
2. Equipment in the use of the Customer and included in the Application Service shall be replaced and repaired taking into account normal wear and tear. The Customer may not maintain, change or alter the Equipment or related software without Elisa's consent.
3. The Customer shall allow end-to-end supervision of the Application Service. Elisa shall maintain the Application Service and provide customer support in accordance with these terms, unless agreed otherwise with the Customer. Unless otherwise agreed, the help desk is open between 8:00 a.m. and 4 p.m.
4. Fault notices may be submitted to Elisa 24 hours a day. In the event of an error, Elisa shall at its discretion correct the Application Service, deliver the Application Service again, or deliver a substituting service. Unless otherwise agreed, Elisa shall begin work which it is liable for within three (3) work days of receiving the fault notice.



5. Such response time shall stop running if the correction work is prevented by a cause which is on the Customer's or a third party's responsibility or which is otherwise not attributable to Elisa. If Elisa cannot correct, redeliver or replace the Application Service within reasonable time, Elisa shall refund the service fee insofar as the Application Service was not available to the Customer because of Elisa. The Customer shall not be entitled to any other compensation.
6. Elisa shall decide the manner of correction, redelivery or replacement, but it may also require some measures from the Customer.
7. An error in the Application Service shall be deemed corrected in an acceptable manner once it has been found to work in testing conducted jointly by the Parties or the Customer finds it to work, yet no later than within one (1) day of when Elisa informed the Customer of that it works.
8. Elisa shall not be liable for correcting or remedying any defects or errors in software developed by third parties. Elisa shall not be liable for remedying such defects and disruptions which are caused by a reason attributable to the Customer, another user or a third party, such as erroneous use of the Application Service, failure to comply with user instructions, or use of equipment, software, settings, configurations, connections or other requirements for the use of the Application Service not covered by the Agreement.
9. If a defect of which the Customer has notified Elisa does not fall within the scope of Elisa's support and maintenance responsibility, Elisa charges the fees set out in its Price List for the diagnosis and location of the error or, if it is question of work carried out by Elisa's subcontractor, the fees charged by the subcontractor. Elisa may also charge the Customer for such support and maintenance which is not covered by the agreed Application Service.

## 6. Charges and Invoicing

1. The Customer shall pay the agreed charges or the charges set out in the valid Price List for the Application Service and for the use thereof. The payment obligation shall commence on the date of delivery of the Application Service. In the case of a test period after which the Agreement continues, the payment obligation shall commence on the day following the termination of the test period.
2. For the validity of the Agreement, the Parties may agree to increase the capacity of the Application Service and agree on the new prices based on this. Prices shall not be reduced unless separately agreed otherwise.
3. If the Customer has required Elisa to carry out work which requires special arrangements, Elisa shall have the right to charge any additional costs resulting from them.
4. Elisa shall charge the payments in accordance with the invoicing periods determined by Elisa. The payment term is fourteen (14) days net from the date of the invoice.

## 7. Supported Versions

1. The Application Service supports a limited number of operating systems and requires certain utility software, including customer software and equipment. The supported combinations of equipment and software may vary during the Agreement. Elisa maintains a list of the supported versions and required components.
2. Elisa shall not be obligated to provide the Application Service if the Customer uses such software, software version, equipment or other requirement for use which the Customer is liable for acquiring which are not compatible with the Application Service, nor to maintain or support the Application Service in an environment which differs from the service environment of Elisa's other Customers.
3. The Customer must allow automatic updates. If required by an update to the Application Service, the Customer shall update the version or take other maintenance measures together with Elisa. If Elisa makes such changes for which the Customer is normally responsible, Elisa shall invoice the Customer for such measures in accordance with the Price List.

## 8. Changes to the Application Service

1. In addition to what is set out in the Agreement, Elisa shall, in view of developments in the field and its operation, have the right to change the technical execution of the Application Service so that the overall Service Level does not decline. Amendments made by Elisa to the Service Descriptions shall not constitute changes to the Agreement, and they do not entitle the Customer to terminate the Agreement.
2. Elisa shall have the right to stop producing the Application Service or a feature thereof for a justified reason provided that the Service Level does not materially decline. Elisa may then terminate the Agreement with respect to the Application Service or feature that is no longer offered by notifying the Customer of this in writing no later than one month before ceasing to provide the Application Service.
3. Elisa shall inform the Customer of changes whenever reasonably possible. In such cases, Elisa shall not be responsible for any changes to the Customer's equipment, software or other operating environment or any costs related thereto.



## 9. Inappropriate Use of the Application Service

1. The Customer and the End User must use the Application Service so that the use does not result in illegal harm or disruption to Services, to the functioning of the public communication network, or to other users or third parties. The customer shall not make use of any automatic systems for direct marketing or other purposes when using the Application Services. The customer shall be liable for the material and content transmitted via the Application Service to other End Users or to the servers of Elisa or third parties and the material and content saved in or with the help of the service.
2. The Customer shall also ensure that any equipment that the Customer is responsible for, any material or content provided by the Customer, and any material or content transmitted through the Customer's Application Service, does not cause any disruption to the Application Service or the availability thereof or to the communication network, contravene good practice or the applicable laws or authorities' decisions or recommendations, or infringe any copyrights of third parties.
3. If Elisa, an authority or a third party claims that such content or material has been transmitted to other End Users or similarly to the servers of Elisa or a third party through the Customer's Application Service, Elisa shall have the right to remove such infringing content or material without notifying the Customer thereof or prevent the use of the Application Service through the means available. The Customer shall be liable for the loss, alteration or delay of content and material transmitted using the Application Service as well as claims and disputes related to the content and material and any damage related thereto.

## 10. Suspension of the Application Service

1. In addition to what is set out in the Agreement on Elisa's right to suspend the provision of the Services, Elisa also has the right to suspend the delivery of the Application Service to the Customer wholly or in part for the following reasons:
  - i. The suspension is necessary for the repair, updating or maintenance of the Application Service or part thereof or for the repair or construction of a communication network or part thereof, related to the Services, or it is otherwise necessary for ensuring the data security, availability or operation of the Services.
  - ii. The manner in which the Application Service has been used or equipment which the Customer is responsible for has caused or causes harm or disruption to Elisa's equipment, the public communication network or the communication network used by a third party, or the use or users of telecommunications connections;
  - iii. Elisa has reason to suspect that the Application Services have been used for activity which is contrary to law or good practice; or The Customer transmits unwanted or unsolicited material (e.g. spam) through the Application Service.
2. If reasonably possible, Elisa shall inform the Customer of the suspension in advance. The suspension of the use of the Application Service shall not release the Customer from its obligation to pay non-volume-based charges. If the suspension is due to the Customer, Elisa may charge the Customer for reopening or reconnecting the Data and Communication Service in accordance with the valid price list.





## Elisa Services Special Terms for Corporate Customers

# Professional Services

### 1. General

These special terms shall apply to the professional services provided by Elisa Corporation and its group companies ("Elisa") to its corporate customers ("Customer") on the basis of an order ("Order") made by the Customer in connection with the Agreement between Elisa and the Customer as additional work or as a separate assignment not included in the Services set forth therein.

### 2. Performance of the Professional Services

1. The Parties shall describe the tasks forming part of the Professional Services and their schedule in writing in connection with making the Order.
2. Elisa shall perform the Professional Services using Elisa's working methods.
3. The Parties shall reserve the necessary working space and tools for the performance of the Professional Service.
4. The Parties shall contribute to the performance of the Professional Service with respect to factors under their command or control. The Parties shall take such decisions which are necessary for the performance of the Professional Services without delay.
5. Elisa shall provide the Customer with information on the progress of the Professional Service as agreed in writing. Unless otherwise agreed in writing, Elisa shall report on such progress in writing at least once per month and in the final report. If the Professional Service has not been agreed to be performed for a fixed price, Elisa shall also provide information on the used working time.

### 3. Acceptance of the Professional Service

1. Unless otherwise agreed in writing, the Customer shall, without undue delay, give its acceptance or observations to Elisa's written notice, intermediate or final report regarding the progress of the Professional Service and to the results of the Professional Service furnished by Elisa to the Customer.
2. If the Customer does not submit such written observations within seven (7) days of receipt of the notice or intermediate report, the work included in the notice or intermediate report shall be deemed accepted. The work included in the final report or the results of the Professional Service provided by Elisa to the Customer shall be correspondingly deemed accepted if the Customer does not make a written complaint within thirty (30) days of receipt of the final report or results. If a final report or provision of the results of the Professional Service are not included in the Professional Service, the Professional Service shall be deemed accepted if the Customer does not submit a written complaint within thirty (30) days of the performance of the Professional Service.



## 4. Experts

1. If it has been agreed that Elisa is only entitled to use a designated person for performing the Professional Service and this person is, for reasons beyond Elisa's control (e.g. change of employment, prolonged illness or other comparable reason), not available to perform the Professional Service, Elisa shall be obliged to assign another person with corresponding skills to perform the Professional Service in question.
2. If Elisa is unable to nominate such a person or the Customer does not accept the new person nominated by Elisa for a valid reason, either Party shall have the right to terminate the Professional Service with immediate effect by giving written notice to the other Party. In this case, neither Party shall have the right to bring any claims against the other Party on the basis of the termination of the Professional Service, except that Elisa shall have the right to receive payment under the Order for the part of the Professional Service performed prior to the termination of the Professional Service in return for providing to the Customer the results of such part of the Professional Service.

## 5. Liability for Errors

Elisa's liability for errors in the Professional Service shall be limited to correction of the error or repeating the Professional Service at its own expense, provided that the Customer informs Elisa of the error in writing within the time limit for acceptance specified in section 3.

## 6. Term and Termination of an Order

1. A fixed-term Order concerning a Professional Service shall end without separate termination after the fixed term, and an Order concerning the performance of a specific Professional Service shall end upon performance of the relevant tasks.
2. Unless otherwise agreed in writing, an Order for Professional Services contracted until further notice may be terminated by the Customer by giving one (1) month's notice, and by Elisa by giving three (3) months' notice.



## Elisa Services Special Terms for Corporate Customers

# Equipment

### 1. General

These special terms shall apply to when Elisa Corporation and its group companies (“Elisa”) provide its corporate customers (“Customer”) with equipment (“Equipment”) based on an order (“Order”) made by the Customer, either on the basis of the Agreement between Elisa and the Customer or as a separate delivery. Any other Services related to the Equipment, such as installation or maintenance, shall always be separately agreed.

### 2. Delivery

1. Unless otherwise agreed in the Order,
  - i. the term of delivery of the Equipment is Ex Works (INCOTERMS) at the warehouse of Elisa or its subcontractor;
  - ii. The prices in the Price List and offers refer to unpackaged Equipment. Elisa shall charge the Customer for the delivery and packaging of Equipment and other additional costs in accordance with Elisa’s valid Price List; and
  - iii. Elisa may include more than one Order in an Order delivered to the same delivery address and deliver the Equipment set out in the Orders as a collective shipment or as part deliveries.
2. The Equipment is deemed to have been delivered once it has been packaged and can be retrieved from Elisa at a location specified by Elisa or once the Equipment has been handed over to a transportation company or another third party charged with delivering the Equipment to the Customer.

### 3. Time of Delivery

1. Elisa shall deliver the Equipment at the agreed time. The times of delivery notified by Elisa are not binding, unless expressly agreed on a particular time of delivery. Unless agreed on the time of delivery, Elisa shall deliver the Equipment immediately or immediately once the Equipment becomes available.
2. The Customer shall notify Elisa immediately if the Customer wants to cancel an Order. The Customer cannot cancel an order after Elisa has sent an order confirmation for it.
3. If the delivery is delayed from the stated binding date of delivery for a reason attributable to Elisa, the Customer may cancel the Order (“Right of Cancellation”). The Customer shall have no Right of Cancellation if the delay is less than five (5) work days or if the delayed Equipment is not among Elisa’s normal selection of stored Equipment and it has been ordered or acquired at the Customer’s request.
4. If Elisa has outstanding receivables from the Customer, Elisa may, after notifying the Customer of this, refrain from agreed deliveries until the Customer has made the overdue payments. The agreed time of delivery is then deemed to have been postponed correspondingly, and the Customer may not present any claims against Elisa for such delay.



## 4. Title and Risk Related to the Equipment

1. The title to the Equipment shall pass to the Customer upon the payment of the full purchase price. Elisa shall retain title to the Equipment until the purchase price has been paid in full.
2. The risk of loss or damage to the Equipment shall pass to the Customer upon being handed over to the Customer, the transportation company or another third party charged with delivering the Equipment.
3. If the delivery or assignment of the Equipment is late for reasons arising from the Customer, the Customer shall be considered to have neglected the receipt of the Equipment as of the date on which Elisa had been ready to deliver the Equipment and had notified the Customer of this.
4. If it has been agreed that the Customer retrieves the Equipment, the Customer shall be considered to have neglected the receipt of the Equipment as of the date on which Elisa was ready to deliver the Equipment, the Customer had been informed of the arrival of the Equipment and the time necessary for the prompt retrieval of the delivery has passed. Once the Customer has neglected to retrieve the Equipment, the risk shall pass to the Customer.
5. The Customer shall compensate Elisa for any costs and expenses (e.g. storage costs) accrued by Elisa as a result of the Customer neglecting the receipt of the Equipment.

## 5. Acceptance of the Delivery

The Equipment shall be deemed accepted once its receipt has been acknowledged without reservation. Any notices of defect concerning the delivery and such transit damage to the Equipment which is not possible to observe upon the receipt of the delivery must be made within seven (7) days of when the actual delivery of the Equipment took place.

## 6. Use of the Equipment

1. The Customer shall be fully liable for the use of the Equipment and for that the terms or limitations set by the Equipment's original manufacturer, right holder or Elisa on the use of the Equipment are also observed. Elisa's liability for the Equipment shall not exceed that of the original manufacturer or right holder towards Elisa.
2. Unless otherwise agreed, the Customer shall be responsible for concluding agreements related to the maintenance and support of the Equipment with the supplier or other right holder responsible for the Equipment.

## 7. Warranty

1. Elisa gives no warranty for the Equipment. The Equipment sold by Elisa is covered only by the warranty given by its original manufacturer, and the warranty period shall be determined in accordance with the warranty conditions of the manufacturer of the Equipment. Further information on the existence and content of the warranty granted by the manufacturer is available from Elisa on request.
2. Elisa reserves the right to instruct the Customer to deal directly with the manufacturer or a repair shop authorised by the manufacturer.
3. The Customer shall be liable for data and software saved in the Equipment. Unless otherwise agreed, the Customer shall be responsible for making backup copies.

## 8. Buffer Stock

1. Elisa may keep a buffer stock of the Equipment bought by the Customer from Elisa. In such a case, Elisa temporarily stores Equipment designated by the Customer in Elisa's promises, enabling the performance of additional services to them and a quick delivery thereof.
2. The Parties shall agree upon the establishment and size of the buffer stock separately in writing. The Parties shall also agree on the monitoring and specifying of the size and scale of the buffer stock.
3. Elisa shall have the right to invoice the Customer for Equipment which has been in the buffer stock for more than ninety (90) days at the agreed price.

## 9. Payment Terms

1. The payment term to be observed by the Customer with respect to the Equipment and applicable additional costs shall be fourteen (14) days net, unless otherwise separately agreed by Elisa and the Customer.
2. Elisa shall invoice the Equipment delivered to the Customer no later than within fourteen (14) days of the delivery.
3. If official fees or charges change before the date of delivery, Elisa shall have the right to correspondingly change the price of the Equipment once such changed prices or payments have taken effect.
4. If due invoices remain outstanding, Elisa finds that its receivable is at risk, or the Customer's financial situation weakens significantly, Elisa shall have the right to consider all of its receivables from the Customer to have fallen due regardless of what is otherwise agreed on their maturity.



5. Elisa may require the Customer to make an advance payment or provide collateral before the delivery of the Equipment if the Customer has neglected its payment obligations or if Elisa has become aware of circumstances which are likely to significantly reduce the Customer's creditworthiness. Elisa may cancel the Order for Equipment if the Customer fails to provide the required collateral.
6. The Customer shall pay penalty interest on the delayed payment in accordance with the Finnish Interest Act.

## 10. Currency Clause

If the price of the Equipment is based on foreign currency and the value of such currency substantially increases on comparison to what it was when calculating the Price List or offer, Elisa may change the euro-denominated price of the Equipment in proportion to the change in the exchange rate.

## 11. Limitation of Liability

1. The Equipment shall be deemed to have been sold for professional use or to ICT professionals. The Customer shall have no right to invoke an 'information error' because of missing instructions or instructions given in a foreign language or for other such reason.

2. In the event of an error attributable to Elisa, Elisa's liability shall be limited to repairing or replacing the flawed or defective Equipment with same or similar Equipment or, if none are available, to refunding the value of the Equipment, at Elisa's discretion. Elisa shall never be liable for compensating any damage related to interruption of operation or to loss or destruction of data files or software, or any other indirect damage suffered by the Customer or a third party.
3. Incompatibility or non-functioning with some other Equipment or software shall not be deemed to constitute an error in the Equipment, even if such other Equipment or software has been provided by Elisa, unless Elisa has expressly guaranteed or promised such compatibility or functioning.

## 12. Export Restrictions

1. Equipment delivered by Elisa is intended for use in the agreed country of delivery, and it is to stay in that country of delivery. Unless otherwise agreed in writing, the country of delivery shall be Finland.
2. Re-export of the Equipment shall be subject to international export control provisions. The Customer shall independently investigate relevant provisions on foreign trade and export control regulations and independently obtain all the necessary licenses from competent export authorities before re-exporting Equipment.