

## ELISA'S SAAS SERVICES SPECIAL TERMS AND CONDITIONS FOR CORPORATE CUSTOMERS

### 1 Scope and Other Terms

These terms and conditions shall apply to delivery of "Software as a Service" i.e. SaaS-services delivered via internet or other network (hereinafter "service") by Elisa Corporation, including its subsidiaries and affiliated companies (all collectively "Elisa") to corporate customers, unless otherwise service specifically agreed in writing.

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

The content and scope of the services in question, prices and other service specific conditions shall be agreed in service agreement between Elisa and the customer. In case of discrepancy between the service agreement and these terms and conditions, the service agreement shall prevail. Precedence between the appendices of the agreement shall be in numerical order. Unless otherwise service specifically agreed in writing, the order of precedence is as follows:

1. Service agreement
2. Service description appendix
3. Price appendix
4. These SaaS terms and conditions
5. End user right, license or service terms of a third party supplier or manufacturer.

If the service or software contains software or software components manufactured or produced by a third party, in addition to these terms and conditions the customer shall accept and comply with the end user right, license or service terms of such third party. In case of open source software or standard software, the terms and conditions of open source or standard software in question shall be applied, unless otherwise service specifically agreed in writing.

The information presented in any printed or electronic marketing material shall not become a part of the agreement unless so specifically agreed in writing.

### 2 Conclusion of the Agreement

Elisa and the customer shall agree and conclude the agreement in writing or electronically. Agreement shall be deemed concluded upon occurrence of one of the following situations: a) contracting parties have signed

the agreement; b) upon confirmation of order; c) Elisa has provably accepted an order placed by the customer for example by opening a service; however, at the latest, d) the service has been taken into use. Respectively, the agreement may also be concluded upon the acceptance by the customer of Elisa's valid offer in its entirety.

### 3 The Service and Use of the Service

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

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

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

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

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

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

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

The customer may use the service only for its own use. The customer may not resell, distribute, make any commercial use of, use on a timeshare or service



bureau basis, or use to operate a web-site or otherwise generate income from the service.

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

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

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

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

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

Elisa gives no warranty of:

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

#### 4 Delivery and Acceptance

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

device is collectable by the customer and the customer has been notified thereof.

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

If the service includes data saving functionality, Elisa's responsibility of the saving in the service transition will start at the point the data is saved and Elisa has informed the customer that the saving was done successfully.

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

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

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

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

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

Elisa is responsible of that the service will perform substantially in accordance with the applicable service



description or the latest version of the end user documentation. This clause does not apply if the service failed because of an accident, abuse, misapplication or unauthorized modification.

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

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

Elisa shall have a right to conduct measurements and to prioritise and control data traffic for the execution of services, management of peak situations and to control data traffic to prevent network overloads, which may influence service quality. Elisa shall have a right to make changes to the services, that have a minor impact on the use of the services but not, however, on the core content of the agreement.

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

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

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

connections, or other facilities outside the scope of the agreement.

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

## **6 Backup Copies**

The customer shall be responsible for taking backup copies of its data, files and documents saved by using the service or saved into the service, and for verifying their functionality, unless otherwise agreed in writing. Elisa shall not be responsible for any damage due to data, files or documents being destroyed, lost or changed, or for the costs related to re-creating them.

## **7 Versions and Changes to the Service**

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

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

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

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



Elisa has a right to change the technical architecture and functionality of the service provided that the overall performance of the service is not decreased. Any change in the service description shall not be deemed to be a change to the terms and conditions of the agreement and the customer has no right to terminate the agreement based on this change.

Elisa has a right to discontinue the service or feature thereof for a justified reason and if the overall performance of the service is not materially affected. In such instance, Elisa may terminate the agreement for the service or feature thereof by notifying the customer in writing one (1) month in advance.

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

## 8 Inappropriate Use of the Service

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

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

or content and the damages relating to such material and content.

## 9 Suspension of the Service

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

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

Additionally, Elisa shall have the right not to connect calls or otherwise bar the use of a service if it is evident that the service seeks unlawful financial benefit and incurs charges for the subscriber.

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

## 10 Charges

The customer shall pay to Elisa the agreed charges, or in the absence of such agreement, pursuant to Elisa's standard price list in force from time to time. The prices are informed without value added tax (VAT 0 %) and VAT in force shall be added to the prices when invoiced. The customer shall be obliged to pay VAT and any applicable regulatory fees.



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

With regard to agreements in force until further notice, Elisa shall always have a right to change prices by notifying the customer thereof in writing (e.g. in an invoice) one (1) month in advance. Elisa shall have a right to change also prices of fixed-term agreements correspondingly to the following changes, if a) taxation of the service is changed or the relevant authorities change their fees related to the service; or b) if the service provided by Elisa includes services subcontracted or licensed by a third party and such third party changes its charges. In addition Elisa shall always have a right to change prices due to change in the applicable legislation or by decision of competent authority, or b) based on other special grounds and reasons in cases of material and substantial changes in circumstances.

If the change is detrimental to the customer, the customer may terminate the service in question on the effective date of the change by giving notice of termination to Elisa in writing fourteen (14) days in advance. If the customer does not terminate the agreement, the new prices come into force on date informed by Elisa.

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

## 11 Invoicing and Payment

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

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

The customer is liable for the payments even if the service has been used by someone else than the

customer. This liability is not excluded or limited even if the invoicing address, as notified by the customer, is the user's address. Elisa may inform the user of the customer's breach of the agreement or these terms and conditions.

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

## 12 Confidentiality

The customer undertakes to keep in strict confidence any material or documentation given by Elisa and any information that has been marked as confidential or that must be understood as being confidential in nature. The customer may use such material or information only for the purposes of the agreement to the exclusion of any other purpose. The customer may give confidential material and information only to those of its employees, who necessarily need that material and information for the customer to utilize the service according to the agreement. The customer undertakes to ensure that its employees or subcontractors, if any, commit to the confidentiality undertakings described herein.

At the expiry or termination of the agreement the customer shall promptly stop using and destroy, or if demanded by Elisa return to Elisa, any material or information referred to above as well as destroy any copies or derivatives thereof or any material that includes Elisa's information. The confidentiality undertakings shall survive any expiry or termination of the agreement.

## 13 Data Security and Data Protection

Each party shall be responsible for its own part and commits to take care of data security, data protection and to comply with applicable legislation. When needed, liabilities relating to data security and protection between the parties shall be agreed more precisely and specifically in service agreements.

Each party shall ensure that the part of the deliverables and the party's own environments, such as equipment, service production facilities and business premises, within that party's responsibility under the agreement, are protected against data security threats in accordance with the adequate data security procedures used by the party, and shall ensure that measures relating to data security and backup are complied with.





Elisa shall be responsible for the data security of its own communication network and for the data security services which Elisa supplies to the customer. Elisa shall not be liable for the data security of the public internet network or any disturbances that there may occur or for any other factors beyond Elisa's control that may hamper use of the service or damages caused by those factors.

Elisa shall have a right to take actions to prevent data security breaches and to eliminate malfunctions targeted at data security. These actions may include, for example, blocking message transmission and reception, and eliminating malware in a message that threatens data security. Elisa shall size the measures in proportion to the severity of the incident being prevented and shall stop the measures immediately upon removal of the grounds for their implementation. Elisa shall inform the customer of the data security threats, protection methods and of their implementation, effects or impacts on Elisa website or through another appropriate channel.

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

Certain services may allow the customer to collect and save identification and personal data. The customer may, e.g. have a possibility to record meetings. Before the customer has a right to use any such feature, the customer is obligated to obtain all required consents thereof. The customer shall always be obligated to comply with all applicable laws and is liable thereof.

The customer understands and accepts that Elisa's field of business and its activity, including but not limited to the use or release of traffic data and other equivalent information, is subject to the Finnish Information Society Code (7.11.2014/917). The Parties commit to abide the said legislation and the applicable sections or regulations, which for the customer means especially, but without limitation, that the customer shall process and use any reports and any other information given by Elisa in relation to the use of services only to the extent and for the purposes permitted by the law above for corporate subscribers of telecommunication companies.

If the customer transfers personal data to Elisa, the customer shall be responsible for ensuring that it has the right to transfer such personal data to Elisa for the purposes of the agreement.

#### **14 Transferring and processing of personal data**

The customer understands and accepts that when ordering services from Elisa where Elisa is deemed

register holder (such as communications services making use of public communications network) or where the provisioning of services requires disclosure of the users contact information, the customer is disclosing personal data from its own person register to Elisa. Upon such disclosure Elisa becomes register holder with respect to said personal data (hereinafter "Personal data of Elisa"). The customer is responsible for ensuring that it has legal right to disclose personal data to Elisa for the purposes of the Agreement as well as informing its employees and other registered persons in accordance with Personal Data Act. Elisa acts in compliance with all applicable legislation valid at the given time (especially Personal Data Act 1999/523 and Information Society Act 2014/917). Should Elisa transfer any personal data from its own person register outside the borders of EU/EEC, Elisa is liable to ensure that in the given countries sufficient level of data security can be guaranteed in accordance with list of European Commission. Alternatively Elisa is liable to conclude standard model clauses approved by EU commission regarding the transfer and use of personal data with the recipient of personal data.

Within certain services personal data may also be processed so that the customer acts as a register holder of the personal data and Elisa acts as a data processor (hereinafter "Personal Data of the Customer") as described in the Personal Data Act. Outsourcing services are an example of such services. Service agreement and/or service descriptions attached thereto may include more detailed descriptions of the roles of contracting parties with respect to given services.

When delivering service Elisa is liable to process Personal Data of the Customer in accordance with applicable legislation valid at the given time as well the requirements set by legislation and this Agreement. Elisa processes personal data in compliance with its then valid data security principles. Elisa undertakes to ensure that Personal Data of the Customer shall not be processed outside the borders of EU/EEC without customer's consent, unless such processing takes place in a country guaranteeing sufficient level of data security or should there be data transfer agreement based on EU standard model clauses in place. The customer hereby gives its approval for data processing as described in relevant Service Agreement and/or service descriptions. The customer is responsible for informing and acquiring necessary consents from the registered persons as defined in applicable legislation.

### **15 Intellectual Property Rights**

#### **14.1 Proprietary Rights and Rights to Use**

Elisa (or a third party who has issued a license to Elisa) shall own all intellectual property rights relating to or embodied in the service, software, any service



documentation or any work provided in relation to the service, and the intellectual property rights shall not be transferred to the customer.

During the validity of the agreement the customer shall have those licenses and rights to use to the service and its documentation, which are necessarily needed to utilize the service in customer's inter-company use according to the agreement.

The licenses or rights to use given by Elisa to the customer may be limited by third party's intellectual property rights and license terms, end-user rights or other third party's terms. The customer commits to accept and comply with the license and end-user terms of Elisa's subcontractors, suppliers and other third parties, and to not infringe intellectual property rights of such third parties.

#### 14.2 Infringement of Intellectual Property Rights

Elisa shall ensure that the services produced by Elisa do not as such infringe any intellectual property rights of a third party in the agreed country of delivery or use upon the conclusion of the agreement. Unless otherwise agreed in writing, the agreed country of delivery and use is Finland.

If a claim is made to or suit is brought against the customer based on that the service produced by Elisa infringes intellectual property right of a third party in the agreed country of delivery or 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 suit immediately in writing and authorises Elisa to act on behalf of the customer and gives Elisa all the necessary information and assistance.

If the infringement becomes legally valid, or if Elisa at its discretion considers it likely, Elisa shall and may at its own expense and discretion either a) obtain the right to continue use of the service for the customer; b) replace the deliverable with a product or service that complies with the agreement and corresponds to the deliverable; or c) modify the service in order to eliminate the infringement in such a manner that the service complies with the agreement. 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 service or deliverable and return it. In this 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. Elisa shall also have a right to terminate agreement relating to the service in question with immediate effect and stop producing the service.

Elisa shall, however, not be liable if the claim a) is asserted by a company, which exercises control over

the customer or which is controlled by the customer within the definition of control laid down in the Accounting Act; b) results from using the service to other purpose than defined in the agreement, alteration of the service or deliverable by the customer or from compliance with the customer's written instructions; c) results from use of the deliverable in combination with any product or service not supplied or approved by Elisa or against Elisa's instructions; d) could have been avoided by the use of a released product or service that complies with the agreement and corresponds with the deliverables and which product or service is offered for the use to the customer by Elisa without separate charge; or e) is directed towards service, software or service component which is not produced by Elisa.

Elisa's liability for infringement of intellectual property rights shall be limited to the liabilities described in this section 14.2.

The customer ensures and warrants that any use of software or other material, which the customer has given to Elisa's use for producing the service, do not infringe any third party's intellectual property rights. The customer shall acquire all the needed rights and fully indemnify Elisa of any infringement claims or damages.

The customer may not remove, modify or obscure any copyright, trademark or other proprietary rights marks, symbols or notices which are contained in the services.

#### 16 Identifiers

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

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

Elisa delivers the identifiers to the customer by mail, email or SMS to an address, email address or phone number given by the customer. The customer shall inform Elisa of any contact information changes without delay.

The customer shall keep user-ID, passwords and other identifiers in confidence and ensure that they are not disclosed to third parties. The customer shall inform Elisa immediately if an identifier has been revealed or



has presumed to been revealed to any third party or the service is otherwise used unauthorised. The customer shall be solely liable for the use of identifiers and use of the service whether the use is authorised or not.

### 17 Force Majeure

Neither party shall be liable for delay or damage caused by an impediment beyond the party's control and which the party could not have reasonably taken into account at the time of conclusion of the agreement and whose consequences the party could not reasonably have avoided or overcome. Such force majeure events shall include, if not proven otherwise, inter alia, new legislation, regulation or decision by a competent authority, cable or network damage caused by a third party, overcharge or other peak in the electricity supply, interruptions in general traffic, data communication or supply of electricity, import or export embargo, discontinuation to supply of energy or other essential raw material, fire, thunder, storm, earthquake, water damage, flood or other natural disaster, war, insurrection or national emergency, strike, lockout, boycott or other similar labour action; or other similar and unusual factor beyond party's control. A strike, lockout, boycott or other similar labour action shall also be considered, if not proven otherwise, a force majeure in event when the party concerned is the target or a party to such action.

A force majeure event suffered and caused by a subcontractor, supplier or licensor of Elisa shall also be considered a force majeure event in relation to Elisa if the service or work to be performed under subcontracting or license cannot be done or acquired from another source without incurring unreasonable costs, additional work or significant loss of time.

Each party shall without delay inform the other party in writing of a force majeure event and the termination of it. If it has been proven, that the event of force majeure will continue longer than three (3) months, each party has a right to terminate the agreement for its part in question with immediate effect, and neither party shall have a right to demand compensation.

### 18 Compensation for Damages and Limitations of Liability

Each party shall be liable to the other party for direct damages subject to limitations of liability mentioned below in this section 17.

Neither party shall be liable for any indirect or consequential damage or loss, including but not limited to loss of business profit, revenue, turnover, production or other loss of profit or benefit.

Elisa's liability to the customer for any direct damages and expenses shall be limited as follows:

- (i) The liability for damages caused by a defect in the service shall be primarily limited to correction of the defect, or alternatively re-performance of the service;
- (ii) If it is not possible to correct the defect or re-perform the service as stated in clause (i) above, or it is in Elisa's discretion not financially reasonable, Elisa shall be liable to compensate and pay to customer the direct and proven damages caused by Elisa's negligence however subject to limitations below;
- (iii) With regard to continuous service which is provided against a recurring charge and is being invoiced periodically, Elisa's liability shall not exceed in aggregate an amount equal to calculatory monthly service fee (excluding VAT) at the point of breach of contract of the service or a part thereof the damage or delay relates to, multiplied by three (3);
- (iv) With regard to one-time deliveries, Elisa's liability shall not exceed in aggregate an amount equal to twenty (20) percent of the price (excluding VAT) of the equipment, product, service or a part thereof the damage or delay relates to;
- (v) If Elisa has an obligation to pay liquidated damages payable due to delay, service credits or other special contractual penalties or credits agreed in writing, Elisa is also liable to pay damages only for the part of the loss exceeding the liquidated damages payable due to delay, service credits or other similar special contractual penalties or credits, however always subject to the limitations of liability mentioned in this section 17;
- (vi) If Elisa has paid any compensation or damages to the end user of the service, the customer shall not be entitled to receive any compensation or damages for the same defect or delay.

Sections 118 - 123 § of the Information Society Code (7.11.2014/917) shall not be applied.

The customer shall be obligated to present its claims to Elisa in writing within one (1) month from the date the defect of the service to which the claim relates to was, or should have been noticed, but in any event within one (1) month from the delivery of the equipment and other one-time deliveries.

Elisa shall not be responsible or liable for the destruction, loss, alteration or delay of the customer's data or data files, nor for any damages or expenses incurred as a result, including expenses involved in the reconstitution of data files, unless otherwise agreed in writing. Elisa shall also not be responsible or liable for inter alia the following matters and costs, expenses or damages thereof, which are beyond Elisa's control:

- the facilities which the customer is responsible to acquire, which may include e.g. data connections and capacity, hardware, software or security measures;
- the material or content which the customer or third party has produced and saved to the service or by using the service or transmitted via the service;





- any unauthorised use or attempted use of the service or software;
- compensations defined in end users right to use, license or other service terms of software or service manufactured, produced or licensed by a third party;
- data security of the public internet network or any other disturbances or interruptions of the service due to data networks which are beyond Elisa's control; or
- defects and failures in VoIP even if VoIP is a part or a feature of the service.

The customer shall be responsible and liable for any costs, expenses and damages due to unauthorised installation, use, copying, reproducing or distribution of the service, software or part thereof. The customer shall fully indemnify Elisa against all costs and damages relating to actions mentioned above.

Limitations of liability mentioned in this section 18 shall not apply in cases of intentional misconduct or gross negligence of a party, or to liability under section 12 (confidentiality) or 15 (intellectual property rights). The limitations of liability shall also not apply to liability to damages caused by customer by a) the transfer, copying or use of the service or deliverables contrary to law or terms and conditions of the agreement, or b) breach of export restrictions (section 20).

## 19 Term and Termination

The term and termination clauses for individual services shall be agreed in service agreements. Unless otherwise agreed in writing, a fixed-term agreement shall after the initial fixed period automatically continue with recurrent additional one (1) year terms, unless terminated in writing at least three (3) months prior to the end of the initial fixed period or any subsequent period(s). An agreement which is in force until further notice may be terminated at any time with a three (3) months written notice.

The customer has a right to terminate the agreement by a written notice with immediate effect: a) if the service delivered by Elisa materially and substantially differs from the agreed service, and the defect is not corrected by Elisa within a reasonable extension time given by the customer, such extension of time to be at least thirty (30) days; or b) if the delivery of the service is unreasonably delayed solely due to Elisa's negligence, and if the service is not delivered even during reasonable extension of time given by the customer, such extension of time to be at least thirty (30) days. However, the customer has a right to termination only provided that the defect or delay in question is of a substantial importance to the customer and Elisa knew or should have known this. If the breach, defect or delay referred to herein concerns only part of the agreement or a specific service, the customer's termination right

applies only to that part of the agreement or specific service in question.

Elisa has a right to terminate the agreement or service in whole or in part by a written notice with immediate effect: a) if usage of the service has been completely ceased for more than one (1) month; b) if customer's payment is overdue more than thirty (30) days from the initial due date, even after Elisa has notified thereof in writing. Elisa should notify the customer of Elisa's right to terminate the agreement and service at least fourteen (14) days before the termination; or c) in cases of force majeure. A force majeure event suffered and caused by a subcontractor, supplier or licensor of Elisa shall also be considered a force majeure event in relation to Elisa if the service or work to be performed under subcontracting or license cannot be done or acquired from another source without incurring unreasonable costs, additional work or significant loss of time. Termination made by Elisa based on above reasons shall not release the customer from its obligations to pay the non-volume based service fees for the agreed period, unless the termination results from a force majeure.

Each party shall be entitled to terminate this agreement with immediate effect by a written notice in the event the other party: a) is declared bankrupt or enters into other insolvency procedure, or if it becomes otherwise clear that the other party is not able to comply with its economic obligations under the agreement; b) has materially breached its obligations under the agreement and fails to remedy such breach within thirty (30) days after a receipt of written notice thereof.

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

Upon the expiry or termination of the agreement, the customer must return to Elisa any leased equipment, hardware or other property of Elisa (or third party) given to the customer by Elisa in their original condition (taking into account the normal wear and tear). Elisa shall arrange the dismantling, packing and transportation of Elisa's equipment and other hardware at the customer's cost, unless otherwise agreed in writing. The customer is also obligated to destroy, or return if asked by Elisa, all copies of licensed software or any other material and remove all copies of software, user interface software and client software from the customer's devices or otherwise render those permanently unusable.

No interest shall be paid on the service fees to be refunded to the customer, if any. If the customer terminates the agreement, fees already paid by the



customer shall not be refunded. Any one-time fees relating to the delivery (e.g. installation, opening, or connection fees or charges) shall not be refunded.

## 20 Miscellaneous

**Changes to terms and conditions:** With regard to agreements in force until further notice, Elisa shall always have a right to change terms and conditions of the agreement by notifying the customer thereof and of the grounds of change in writing (e.g. in an invoice) one (1) month in advance. Elisa shall have a right to change also terms and conditions of fixed-term agreements due to change in the applicable legislation or decision by a competent authority, or b) based on other special grounds and reasons in cases of material and substantial changes in circumstances. If the change is detrimental to the customer, the customer may terminate the service in question on the effective date of the change by giving notice of termination to Elisa in writing fourteen (14) days in advance. If the customer does not terminate the agreement, the changes come into force on date informed by Elisa.

**Processing of customer and traffic information:** Provided, that the requirements set out by law are met, Elisa may process customer register information for various reasons, such as customer relationship management, service development and marketing, as described in the description of file valid for the customer register at any given time. The information may be disclosed to other parties if the requirements set out by law are met. The file descriptions and data protection principles can be found on Elisa's website.

Elisa has a right to send to the customer and users direct marketing messages, announcements and other customer communication in electronic form, including emails and text messages. Elisa may, within limits of applicable legislation, send before-mentioned communication, including direct marketing messages, to user's mobile subscriptions. The customer has the right to prohibit Elisa from using or disclosing any of their details for direct advertising, distance selling or other direct marketing purposes, or to an address directory service, or for marketing surveys and opinion polls. Elisa may process traffic and location data, for example, for the implementation and usage of services, for billing and technical development, and for marketing purposes in compliance with the valid legislation. The data processed includes, for example, the type of the mobile phone and other details pertaining to the terminal device, the location data and traffic data associated with communications and service use, such as subscription numbers, and the times and durations of the connections. The traffic and location data may be processed for as long as the above operations necessitate. Elisa has the right to record customer service calls and other communications, such as sales

calls. Elisa uses the records, for example, for the verification of transactions, investigation of complaints, and in quality control and training.

**Export restrictions:** The customer agrees to comply with the laws and regulations laid down by the authorities of Finland and a country of origin of the service or product and which are applicable to the export of services, software, products, technical information or other material from Finland. The customer also agrees not to provide any services, software, products, technical information or other materials to a third party if doing so would violate the laws or regulations laid down by the authorities of Finland or the country of origin of the service or product. The customer agrees also to comply with other orders and instructions given by Elisa or its supplier relating to export restrictions.

**Contact information of the customer:** Elisa shall send invoices, notices and other messages in writing or electronically to the address notified by the customer to Elisa. The customer should inform Elisa of any changes in the customer's contact information without delay.

**Compliance with Act on the Contractor's Obligations and Liability when Work is Contracted Out:** Act on the Contractor's Obligations and Liability when Work is Contracted Out obliges enterprises concluding contracts with them on temporary agency work or subcontracted labour discharge their statutory obligations. Elisa acts in compliance with before-mentioned legislation and has joined tilaajavastuu.fi- register administered by Suomen Tilaajavastuu Oy.

**Assignment of the agreement:** The customer has no right to assign or transfer the agreement or part thereof without a written approval of Elisa. Elisa has a right to assign and transfer the agreement to a company belonging to the same group (according to the Accounting Act) as Elisa, or to a third party acquiring the business of Elisa, in Finland. Elisa has also a right to transfer any receivable under or relating to the agreement to a third party for credit collection purposes.

**Dispute resolution:** The agreement shall be governed by and construed in accordance with the laws of Finland (excluding its choice of law provisions). The parties shall primarily use their best efforts to settle any disputes or controversy arising out of or in connection with the agreement amicably through negotiations. If the parties fail to resolve the dispute, the dispute shall be settled by district court of Helsinki. Alternatively and secondarily, the parties may agree in writing to take the dispute to be resolved in the district court of the customer's domicile or in arbitration. Elisa shall however always have a right to take the claim concerning receivables to be resolved in the district court of Helsinki or in the district court of the customer's domicile.



**Effective date and validity of these SaaS 15 terms:**

These SaaS special terms and conditions shall be effective as of July 1<sup>st</sup> 2015 and shall remain in force until further notice.

