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1. Scope of Application

1.1 Application of General Contractual Terms and Conditions.

These General Contractual Terms and Conditions shall be applied to products and services provided by TDC Oy (hereinafter "TDC") to business or public customers, unless otherwise agreed in writing between the customer and TDC. Furthermore, product specific terms and conditions shall apply.

These terms shall not be applied to consumer customers who obtain a product or service primarily for their personal use and who obtain a TDC product or service under the consumer customer terms without a business or organization agreement.

Unless explicitly set forth in these General Contractual Terms and Conditions, the General Contractual Terms and Conditions shall not apply to any products or services of other telecom companies or service providers that the customer may use via a product or service provided by TDC, and TDC shall not be responsible for them, or liable for any hindrance, expenses or damage to the customer caused by such services.

1.2 Definitions.

A product or service refers to products and services purchased by the customer from TDC, including voice and data subscriptions or other products or services. A subscription refers to a connection between a customer terminal and a device that allows the use of other communication services or the use of transmission capacity between two points.

Devices refer to telecommunication terminals, telephone systems, routers, computers and other equipment used by the customer in conjunction with the products and services or by TDC for producing the service.

Software refers to any information technology software connected to the devices or used therein.

A user is a party to whom the customer has given the use of a product or a service. All terms and conditions that apply to the customer shall also apply to the user, unless otherwise stated in these General Contractual Terms and Conditions or product specific terms and conditions. The customer is responsible for ensuring that the user is aware of all the terms and conditions in connection with the used service or product. The customer is responsible for ensuring that both the customer and the user comply with the respective terms and conditions.

Delivery refers to the installation, connection or activation of a product or service in a way that TDC has carried out all activities required from TDC to make the product or service available to the customer.

2. Entering into and Content of the Agreement

2.1 Entering into the Agreement.

The agreement is considered to be entered into at the earliest of the following moments: 1) the parties have signed the agreement, 2) TDC has commenced the delivery of a product or service ordered by the customer in writing, through the extranet, by e-mail, facsimile or other similar way or has otherwise accepted the order, or 3) the customer has otherwise commenced the use of a TDC product or service. Should TDC pursuant to section 7 require the payment of an advance payment, deposit or any

other security, the agreement shall have binding effect on TDC only after the customer's payment of the required deposit, security or advance payment. A subscription agreement for the telephone network and telecommunication network and other agreements pertaining to the reception of communication services shall always be executed in writing or electronically in such a way that the content of the agreement cannot be unilaterally changed and that the agreement remains available to the parties.

2.2 Content of the Agreement and Precedence.

The content of the products and services to be delivered is determined by the agreement and its appendices, which shall be applied in any disputes according to the following order of precedence:

1. Agreement
2. Customer specific terms and conditions, if one exists
3. Product specific terms and conditions
4. General Contractual Terms and Conditions
5. Price lists

The agreement and any amendments thereto shall be interpreted in reverse chronological order in such a way that any amendments shall replace any prior agreements pertaining to the topic of amendment.

Information presented in brochures, promotional events, marketing material or other events or expressions taking place for the purpose of promotion shall not be service definitions nor shall they have binding effect on TDC. TDC shall not be bound by any estimates or calculations of future development that have not been expressly adopted as an appendix to the agreement.

3. Delivery

3.1 Requirements for the Delivery.

It shall be required for deliveries that:

- The customer has paid any advance payment or any security to TDC, if required.
- The delivery address has electricity and internal network and hardware and other such equipment required for the agreed use of the service, that the premises are appropriate for the purpose and that the operating environment meets the technical, information security and functional requirements contained in the product specific terms and conditions or expressed by TDC orally or in writing.
- The devices that are the customer's liability and software related thereto are operable, do not interfere with or do not cause any disturbance for the communication network or its other users and comply with the regulations and requirements of the authorities concerning devices to be connected to a communication network and electrical safety as well as other requirements.
- The customer has arranged for the delivery for non-obstructed physical and IT-technical access to the necessary premises, customer devices and systems and ensured for any instructions possibly needed in connection with these.
- TDC has, at its discretion, had the opportunity to inspect the customer's operating environment at an appointed time prior to the time of the delivery
- the customer has the necessary rights to the software related or intended for connection to the products and services; TDC shall, however, be responsible for the licences for any software included in an agreed service.
- The customer has acquired any other permissions possibly needed, and no other issues have arisen that give justified cause to prevent the delivery.
- The customer has ensured that a fixed-term agreement concluded by the customer with another telecommunication company or another contractual obligation of the customer does not prevent the delivery of an agreed product or service and that the customer has, if necessary, seen to the termination of any such agreements.
- A reason resulting from a third party does not prevent the delivery.

The customer undertakes to deliver without delay any information necessary for the delivery and requested by TDC to TDC. In the event of a cancellation or interruption of a delivery due to a failure to meet the above requirements, the customer shall be responsible for expenses, past, present and future, incurred by TDC.

Should especial expenses not known to TDC at the time of the concluding of the agreement arise from the delivery of a product or service, the customer shall compensate for such expenses. Should it become apparent



during the fulfilment of the agreement that the delivery of the product or service will incur the said especial expenses, TDC shall make a new offer to the customer on the delivery of the product or service. Should the customer not accept the new offer, the agreement shall be cancelled for the product or service or a part thereof and TDC shall return any payments made by the customer for the said product or service insofar as the customer has not received a product or service conformant to the said payments. No interest shall be paid to any repayments. Furthermore, TDC shall have the right to withdraw from the agreement in relation to a specific product or service or a part thereof without consequence, should it not be possible, owing to reasons beyond the scope of influence of TDC, to deliver a product or service to the agreed point of delivery in a technically and financially reasonable manner.

3.2 Time of Delivery

3.2.1 Time of Delivery.

TDC shall deliver the product or service at the agreed time or, if no explicit agreement has been made on the time of delivery, within a reasonable time from the establishment of agreement, unless otherwise explicitly agreed. TDC may use subcontractors. If no agreement has been made about the installation, the customer shall be responsible for the installation and the product or service and related material or a device to be delivered shall be deemed delivered when it is retrievable by the customer. Deliveries are usually made on business days (Mon–Fri) between 8 a.m. and 4 p.m. (EET) Measures taken outside of the above hours can be separately agreed upon in writing; TDC shall have the right to charge a fee from the customer according to the applicable price list.

3.2.2 Delay of Delivery.

Should the delivery be delayed for more than ten (10) business days (Mon–Fri) due to the negligence of TDC and direct expenses have been caused to the customer by the delay, TDC shall, upon the customer's request, credit the customer with half of one month's recurring service charge related to the delayed service.

TDC shall not have this reimbursement obligation, should the delay occur due to a reason caused by the customer or another telecommunication company. Any shortcomings in the delivery that do not essentially hinder the use of the product or service shall not constitute the customer's right for the reimbursement, but TDC shall rectify them without unnecessary delay. Neither shall the customer have the right to a reimbursement, should a corresponding product or service have been delivered to the customer free of charge for the duration of the delay. In addition to the penalty fee related to the delay the customer shall be entitled to reimbursement for the direct damage caused by the delay if the customer terminates the agreement with immediate effect. In this event, the provisions of section 13 shall apply to the damages. The customer shall receive compensation for a delay only on the grounds explicitly set forth in this section.

3.2.3 Customer's Delay.

TDC shall have the right to charge the fees applicable to a product or service also for any such period of time that the product or service cannot have been delivered because of a reason brought about by the customer. TDC shall, when necessary, see to storing the devices included in the service at the customer's risk and expense for a reasonable time. Should a product or service be delivered after the agreed time of delivery because of a reason brought about by the customer, TDC shall have the right to select a new suitable time of delivery.

3.2.4 Notification of Delay.

Should a party determine that a delivery shall probably be delayed, it shall, without delay, notify the other party of the delay and its impact on the delivery timetable.

3.3 Content of Delivery.

3.3.1 General.

TDC shall deliver a product or service conforming to the agreement and see to it that it meets the quality obligations set forth in the agreement. TDC shall provide the customer with the agreed operating instructions either orally, in paper form or electronically.

3.3.2 Restrictions.

The delivery of devices shall not be included in the delivery of products or services, unless the customer's agreement or the special terms applicable to the product or service otherwise stipulate; the customer

shall be responsible for acquiring the devices pursuant to sections 3.1 and 11.1. Correspondingly, the delivery of software shall not be included in the delivery unless otherwise stipulated by the customer's agreement or the special terms applicable to a product or service. Should software be delivered, they shall be delivered under the terms of licensing of the software manufacturer.

3.3.3 Information Security and Protection.

The delivery shall not include an information security, firewall or other information protection service, unless separately agreed upon in writing; the customer shall be responsible for acquiring information security and protection systems for its devices, systems and software. The customer shall also be responsible for making backups of its own information and files, and for ensuring their operability, unless otherwise agreed upon in writing by the parties.

3.3.4 Ownership and Intellectual Property Rights.

The ownership and intellectual property rights pertaining to the products or services and information and material related thereto shall not be transferred to the customer in connection with the delivery, or during the term of the agreement. The delivery of an agreed product or service shall only provide the customer with the right to use the product or service and related information and material, such as software (machine-readable version), as well as any supplementary documents or instructions, during the validity of the agreement, for the purpose for which they have been delivered. The customer shall not, without prior written consent from TDC, have the right to copy, translate, or alter the product or service, or information and materials related to them, connect them to another product, or assign them to a third party, unless the provisions of compelling legislation otherwise necessitate.

3.3.5 Devices.

When delivery includes the delivery of a device, TDC shall be responsible for ensuring that the device meets any requirements set forth in the agreement, or laws or decrees valid at the time of order. The ownership of all delivered devices and materials related thereto, such as software and auxiliary documents or instructions, shall remain with TDC.

The customer shall only have a right of use, unless it has been agreed upon in writing that the customer will purchase the device. Should the customer purchase a device, its ownership shall be transferred to the customer when the purchase price and other payments related to the purchase has been paid in full. Based on a right of use, the customer may only use the devices and materials related thereto only for the purpose for which they have been delivered. TDC shall have the right to replace a device it owns at any time for another one of equivalent functionality. Should it not have been agreed that TDC installs the device, the liability for risk related to the device shall be passed from TDC to the customer as soon as TDC has notified the customer that the device can be retrieved by the customer. Otherwise, the risk for the device shall be transferred to the customer when the device is transported to the delivery address. Should the expenses incurred by TDC for devices to be delivered to the customer change owing to changes in currency exchange rates during the order and delivery process by more than 5% compared to the rate of the time of offering, TDC shall have the right to adjust the device price correspondingly.

3.3.6 Voice Services.

When delivering voice services, TDC shall have the right to issue notification of termination on the customer's behalf for any agreements on the routing of calls to another telecommunication company and route the calls with the required technical arrangements to its own network and voice service. The customer shall pursue instructions provided by TDC, at the customer's expense, see to it that the customer's devices and other technical environment support the routing of telephone calls to TDC's network and TDC's voice service. The customer shall provide TDC with power of attorney for authorising TDC to act on the said rights related to the specified termination notification, call routing and number portability arrangements.

3.3.7 Installation.

Should it not have been agreed that TDC carries out an installation, TDC shall contribute to the installation by providing, based on a reasonable request by customer, the required technical information in order to enable the installation.

3.4 Acceptance of Delivery.

Should a separate acceptance test not have been agreed upon, the



customer shall immediately inspect and test the delivered product or service and devices, software and other materials related thereto at the customer's expense. In the case of delivering a comprehensive solution comprised of several individual products or services, the acceptance of the delivery shall be assessed separately for each individual product or service. The delivery shall be deemed accepted unless the customer has filed a written complaint on detected faults without delay, however not later than within one week of the delivery. Any filed complaints notwithstanding, the delivery shall be deemed accepted unless the delivered product or service has a fault pursuant to section 5.1.

4. Production of the Product or Service and Changes thereto

4.1 Production of the Product or Service.

TDC shall produce a product or service conforming to the agreement in the way it deems best, and it shall have the right to use subcontractors. Services available to the customer without a separate agreement shall be available only according to the selection of services and the terms of use applicable at any time. Technological developments in the industry, orders and recommendations by public authorities, solutions by standardisation organisations or other justified reasons may, during the validity of the agreement, alter TDC's operating environment in such a way that the technical or other implementation of products or services must be changed.

Therefore TDC shall have the right to make changes that affect the technology and use of services. TDC shall endeavour to issue notifications for changes affecting the customer as early as possible, but it shall not be responsible for the customer possibly having to change or adjust devices, software or other operating environment at the customer's expense.

4.2 Transfer of the Product or Service.

A product or service can be transferred to another site of use at the customer's request, should this be technically possible. Such transfer shall be subject to the charge of the applicable price list or as separately agreed upon. Should the transfer of a product or service to another address or the production of a product or service in another address bring about particular expenses, the customer shall compensate for these. Should it become apparent during the preparation or implementation of the transfer that the transfer or the production of service in the new address causes said particular expenses, TDC will notify the customer of such expenses as soon as possible. The customer shall then have the right to cancel the transfer by notifying TDC within one week of the notification. In other cases, the customer shall be deemed to have accepted the responsibility for compensating for the expenses communicated by TDC. The customer shall, however, always be responsible for compensating for any expenses already incurred by TDC in relation to the cancelled transfer. Furthermore, TDC shall have the right to refuse the transfer in relation to a specific product or service or a part thereof without consequence, should it not be possible, owing to reasons beyond the scope of influence of TDC, to deliver the product or service or a part thereto, for example owing to the absence of a suitable connection, to the new site of use in a technically and financially reasonable manner. Furthermore, TDC shall have the right to adjust the terms and pricing of the agreement to reflect the changed conditions.

4.3 Restrictions Pertaining to the Production of a Product or Service.

TDC shall not be responsible for the content of communication and shall primarily not monitor or process the content of communication except to the extent of obligation or authorisation prescribed by applicable legislation or order, decision or recommendation from a public authority. TDC shall, however, impose justified restrictions on the use of the product or service, such as prevent the customer's access to specific internet sites. TDC shall never be responsible for the availability, quality or content of material or information delivered through a product or service, nor for any damage brought about by delay, alteration or loss of material relayed by means of the product or service. TDC shall not be responsible for the lawfulness, operability or availability of material or information acquired by the customer using the product or service or for any rights pertaining to the use, copying or modification of such material or information.

TDC shall not be responsible for communication, attempted communication or other comparable acts to the customer or the customer's devices originating from the telecommunication network or third parties. TDC shall not be responsible for the inoperability of a product or service to the conformance with the product specific terms and conditions owing to a reason brought about by the customer or a third party. TDC shall not be responsible for interruptions and disturbances

in the general telecommunication network nor for any interruptions or disturbances caused by a third party, such as a local carrier.

TDC shall not be responsible for any changes to products, terms of license or warranties made by a hardware or software manufacturer.

5. Repair and Maintenance of the Product or Service

5.1 Faults in the Product or Service.

A product or service shall be deemed having fault should it essentially differ from the properties set forth in the agreement and this deviation essentially obstructs the use of a service. TDC shall not be responsible for the suitability of the product or service to the customer's needs or goals.

5.2 Repair and Maintenance of Product or Service.

TDC shall maintain the product or service delivered by TDC operable conforming to the agreement, and it shall have the right to use subcontractors. TDC shall receive fault reports at all times at the customer service telephone number applicable at the time in question. Fault report is considered to be made, when the customer has reported the fault to TDC's customer service and has received a service request number from TDC. TDC shall rectify faults in the best way it deems fit, considering the severity of the fault, with the aim of completing the work as soon as possible on business days (Mon–Fri) between 8 a.m. and 4 p.m. (EET) The repair of faults during other hours shall be subject to separate agreement. In such an event, TDC shall have the right to charge for the repair work in accordance with the price list applicable at any time. TDC shall have the right to establish a remote connection to the customer's devices and workstations in which the product or service is run in order to allow TDC to remotely repair the product or service. The customer undertakes to contribute to the troubleshooting, for example, by providing as detailed fault information as possible when making the fault report.

5.3 Repair and Maintenance of Devices Included in a Product or Service.

TDC shall be responsible for repairing devices included in a product or service, or for delivering another equivalent device, and for maintaining such devices provided that the customer has complied with its obligations set forth in section 11.2, that the fault does not result from use of the devices in violation of their instructions or from another reason brought about by the customer, user or a third party and that no other agreement has been made in product specific terms and conditions or in a separate care and maintenance agreement. In the event that devices cannot be repaired remotely, fixedly installed devices shall be repaired at the customer's location, and the customer shall deliver other devices at its own costs and in conformance with TDC's transportation instructions to TDC for repair. TDC's responsibility shall be limited to the maintenance or repair or to replacement of a device with another equivalent device.

5.4 Repair and Maintenance of Devices Rented by the Customer.

The customer shall, at its own expense, keep a device rented from TDC in good condition and see to the maintenance and repair of the device and to the replacement of worn or lost parts in accordance with instructions from the manufacturer or TDC, unless a separate repair and maintenance agreement has been concluded in writing for the device.

5.5 Repair and Maintenance of Devices Purchased by the Customer.

Devices purchased by the customer are repaired in accordance with the terms of warranty of the device manufacturer. TDC shall not have any other responsibility for the repair of devices purchased by the customer, unless a separate repair and maintenance agreement has been made for the device.

5.6 Software Care and Maintenance.

The manufacturer's or importer's terms and conditions shall apply for software.

5.7 Repair and Maintenance Restrictions.

The repair and maintenance of the product or service does not include correcting faults caused by the customer, another user of the product or service, or a third party. Reasons of this kind include, for example, 1) the incorrect use of the product or service, 2) negligence or carelessness in following instructions for the maintenance of the product or service, 3) faults caused by devices, telecommunication connections, software, definitions or other such components not included in the service; or faults caused by changes, repairs, connections or product deliveries made by some other party than TDC. If it is found that the fault reported by the customer does not fall within the scope of care and maintenance,



TDC may bill the customer for finding and analyzing the fault, correcting it or other actions related to this kind of fault. The charge shall be in accordance with the prices in effect at the time. Care and maintenance does not include updates, spare parts not covered by the manufacturer's warranty, or replacement of faulty parts for devices and related material such as software, unless agreed otherwise in writing. TDC reserves the right to bill the customer for the above-mentioned items according to the prices in effect at the time.

5.8 Repairs of Faults

5.8.1 Acceptance of Repairs.

A fault in the product or service shall be considered to be adequately repaired at the earliest of the following moments: 1) when the parties perform a joint test and find that the product or service functions, 2) when the customer finds that it functions or 3) one day after TDC has informed the customer that it functions, if the customer has not filed a written complaint about the repair.

5.8.2 TDC's Responsibility.

TDC's responsibility for a fault in the product or service is limited to TDC's responsibility to repair a product or service having fault, or repeat service or procedure in question. If the fault cannot be reasonably repaired, TDC will compensate the customer for the immediate costs caused by the fault if it so requests. The maximum amount of compensation is equal to the part of the recurring service charge for the product or service which corresponds to the significance of the fault, calculated over the duration of the fault.

6. Charges and Invoicing

6.1 Prices.

The customer is responsible for paying TDC for products and services used according to the agreed prices in effect at the time. VAT in force at the time, and all taxes and public charges decreed by the authorities, are added to the prices. The prices in effect at a certain date are available from TDC's customer service or the extranet.

It may be technically possible to use the product or service to receive services subject to an additional charge. The customer is also liable to pay the charges for the use of such services. TDC reserves the right to bill the customer for the charges of other telecommunications companies and service providers used through TDC's services, if this has been agreed with the telecommunications company or service provider in question. TDC will bill for the charges in question according to the prices of the telecommunication company or service provider.

6.2 One-off Charges.

One-off charges include, inter alia, subscription, installation, maintenance, repair, connection, change, programming and other similar charges. The customer will be billed for these charges either itemized as part of normal invoicing, or through a separate invoice.

6.3 Recurring Service Charges.

Recurring service charges refer to fixed basic, monthly, agreement, use, rent and other similar charges related to the possibility to use a product or service. These charges are usually unaffected by the amount of use of the product or service. Recurring service charges are generally invoiced in advance during each invoicing period, unless it has been agreed otherwise in writing. In the case of each product, service or part thereof, the liability starts on the date when the customer started to use the product, service or part of such, or it could have started to use it. The customer is considered to have started to be able to use the product or service on the date when the product or service was installed or connected, unless it has been agreed otherwise in writing. The liability stops when the agreement ends at the end of the notice period, or when the validity of the agreement ends. Charges which have already been paid will not be refunded. A recurring service charge must also be paid for a period of time during which the product or service was closed down.

6.4 Volume or Unit Based Charges.

Volume or unit based charges are charges whose total amount depends on the nature and amount of the products and services used during the invoicing period (such as telephone invoices). The invoicing for a connection, such as a voice call, starts when the technical connection is established. If the connection is used to receive a certain service, actually using the service is not a precondition for being invoiced for the connection. The customer is responsible for disconnecting a

communication connection, product or service, and is liable for the costs caused by the connection, product or service left connected. Volume or unit based charges are usually invoiced after the end of each invoicing period, unless it has been agreed otherwise in writing.

6.5 Additional Orders and Modifications and Other Work Requested by the Customer.

The customer is liable for paying a charge in accordance with the price lists currently in force or as agreed in writing in connection with the order of the products and services the customer has ordered, requested modifications in the content of the product or service, or other requested work (such as diagnoses of faults, small changes or consulting services), which are not specifically included in the agreement between the customer and TDC.

6.6 Changes in Charges.

TDC reserves the right to change its prices and the charges invoiced for using services. Changes in one-off charges, and increases deemed to be minor on average, are noted in the price lists. The customer will be notified of other increases in prices at least thirty (30) days before they come into force, for example through an invoice or a customer bulletin. If the price rises are not based on increases in labour costs in line with the general trend, a change in the interconnecting traffic costs, needs based on the material changes in legislation or regulation regulating the telecommunication branch, a change in costs caused by changes in exchange rates, or a significant deviation from the estimate provided by the customer for giving the basis for the pricing and the actual prices, and the increase is significant, the customer has the right to terminate the agreement on the part of the product or service which the price increase concerns, so it will end when the increase takes effect. A notification of termination must be given in writing before the date on which the change comes into force. Otherwise the customer is considered to have accepted the change in charges.

If a comprehensive solution made up of many separate products and services has been delivered to the customer, or the product or service is composed of several parts, and the customer terminates a part of the products or services which form the total package, TDC has the right to adjust the pricing of the products or services which were not terminated in order to ensure the basis for overall pricing.

6.7 Invoicing and Invoice Itemizations

6.7.1 Invoicing.

The invoice shall be sent to the billing address provided by the customer. TDC shall determine the duration of the invoicing period, which shall usually be one, two or three months depending on the nature of the product, service or payment type. Unless TDC has said otherwise, the invoicing period of a product or service is one month. TDC reserves the right to send the customer interim invoices. TDC reserves the right to invoice for unbilled charges in accordance with the agreement afterwards, and if necessary after the end of the validity of the agreement. In addition, TDC reserves the right to define a minimum invoicing level. In this procedure, the customer will only be sent an invoice when its total outstanding invoices exceed the minimum invoicing level. In the case of prices linked to the exchange rate, the value of one-off charges is determined according to the Bank of Finland's/European Central Bank's average exchange rate on the date of delivery, and the value of other charges is determined according to the Bank of Finland's/European Central Bank's average exchange rate on the invoicing date.

6.7.1 Invoice Itemizations.

Charges are itemized on invoices according to TDC's standard. More detailed itemizations are provided to the extent they are technically feasible, and permissible according to legislation and the regulations of the authorities. More detailed itemization including volume based charges must be ordered no later than two months after the date on the invoice. A charge in accordance with the current price list is charged for a more detailed itemization than the basic invoice.

6.7.3 Unfounded Payments, Compensations or Reimbursements.

If TDC has paid the customer payments, compensations or reimbursements which are later found to be partly or fully unfounded, TDC has the right to invoice for the unfounded payments, compensations and reimbursements again, and the customer is liable to pay the charges to TDC without delay. The customer is responsible for notifying TDC of these kinds of unfounded payments, compensations or reimbursements on its own initiative.



6.8 Payment Terms

6.8.1 Payment Terms and Request for Payment.

The payment term is 14 days net, unless it has been agreed otherwise in writing with the customer. The invoice must be paid no later than on the due date marked on the invoice. If the invoice is overdue TDC will send a request for payment. If the customer has allowed a third party to use the product or service, TDC has the right to send a request for payment to both the user and the customer who signed the agreement.

6.8.2 Penalty Interest and Collection Charges.

In the case of overdue invoices, TDC reserves the right to charge collection charges, handling charges in accordance with the current price lists, and penalty interest of 16% or the annual penalty interest decreed by the Interest Act, whichever is higher, starting on the due date and continuing until the whole invoice has been paid in full. If the customer has not paid its overdue invoices despite a request for payment and the closing down of the product or service, all other outstanding invoices for the product or service will immediately become due.

6.8.3 Security.

TDC reserves the right to retain as security movable property owned or administered by the customer found on the premises of TDC. TDC's right of retention shall continue until the customer has paid all of its outstanding invoices to TDC. The customer is liable for the maintenance expenses of the security. If the customer has not paid its due invoices by one month after the termination of the agreement, TDC reserves the right, without consulting with the customer any further, to sell the property held as security as it deems best in order to pay the outstanding invoices.

6.9 Complaints about Invoicing.

The customer has the right to file a written complaint about the invoice. The complaint must be filed before the due date of the invoice to the address provided on the invoice with the reference "complaints" or the e-mail address reklamaatio@tdcsong.fi or to another e-mail address provided separately for this purpose. The complaint must make clear why the customer believes the invoice contains errors. In this case TDC will not close down the use of the product or service during the period of time in which the validity of the invoicing is clarified, provided that the customer pays the undisputed part of the invoice, as well as invoices for other products and services by their due dates. If the complaint is without basis, the customer must pay the invoice and its penalty interest within one week from the date on which the customer was told of the results of the clarification of the invoice.

7. Advance Payment or Deposit

TDC retains the right to examine the customer's credit records before signing the agreement, as well as at any time during the term of the agreement. TDC retains the right to demand a reasonable advance payment or deposit or equivalent security such as escrow arrangement or equivalent from the customer before signing the agreement or at any time while the agreement is in force, if TDC considers this as necessary due to the customer's credit records, payment behaviour or other justified reason. TDC will not pay interest on the advance payment or deposit. TDC retains the right to collect its due receivables, and their penalty interest, collection charges and handling charges from the advance payment or deposit. TDC will return the deposit when the customer relationship ends, or upon the customer's request as soon as the reasons for the deposit no longer exist.

8. Identification Data

8.1 The Customer's Identification Data.

TDC reserves the right, after consulting the customer, to choose the user names, numbers, addresses or other information required to identify the customer (hereinafter "identification data") necessary for a product or service or which are otherwise used by the customer. The identification data remain TDC's property, and the customer has no right to them after the end of the agreement, unless it has been otherwise agreed in writing, or it is decreed otherwise in legislation. TDC reserves the right to take such identification data for use of another customer if the service has been closed for six (6) months for some other reason than the customer's request.

8.2 Changes in Identification Data.

TDC reserves the right to change the identification data if this is required by legislation, regulations, decrees of the authorities, or if it is necessary

due to the structure or services of a network, or other technical reasons. In addition, TDC has the right to change the customer's identification data if this is necessary due to the data security of the service or the customer in TDC's justified opinion. TDC will notify the customer of the change a reasonable time in advance. The customer will be notified of a change in a telephone number at least six months before the change comes into effect. If the identification data are changed due to a request by the customer, TDC has the right to collect a charge for the change in accordance with the price lists in effect at the time.

8.3 Disclosure of Identification Data.

TDC reserves the right to use and disclose the identification data in accordance with the general and specific legislation, regulations, and the decrees and instructions of the authorities.

9. Customer Data and Its Use

9.1 Provision of Customer Data.

Prior to the delivery of a product or service, the customer must provide TDC with the data required to handle the product or service or customer relationship (customer data), and verify the accuracy of this data. The customer must notify TDC without delay of any changes in its customer data. The customer is responsible for ensuring that the users of the service identified by the customer are aware of the disclosure of the customer data that pertains to them.

9.2 Use of Customer Data.

TDC reserves the right to make a list customer data and identification data necessary to identify customers and users of the service, and publish them or provide them for publication in a written or electronic form. The information may also be used in directory assistance services or similar services. In addition, the customer data may be used in TDC's direct marketing and market research, or the direct marketing and market research carried out by a company belonging to the same group of companies. TDC has the right to store information related to the customer's correspondence and business, such as letters, faxes, e-mails or SMS messages. TDC has the right to record telephone conversations with the customer. The customer has the right to forbid that its personal data is published, provided to directory assistance services or similar services, or used in direct marketing or market research. In addition to these terms and conditions, the publication, use, notification and disclosure of customer data shall be bound by the existing conditions and price lists of the company carrying out the publication of the directory entries.

9.3 Responsibility for Error in Directory Entries.

If an error in directory entries subject to charge is due to the actions of TDC, it has the option of either correcting the error as it deems best and informing of this, or of compensating the customer for the reasonable direct costs of correcting the error and informing of it. In no case shall the compensation exceed the price paid for the directory entry data. A claim for compensation must be made in writing before the error is corrected. TDC and the customer agree to try to diminish the adverse effects of the errors. TDC will not pay compensation for free directory entry data. In the case of errors in directory entries, TDC's responsibilities are limited to fulfilling the obligations mentioned in this section.

9.4 Disclosure of Customer Data.

TDC reserves the right to use and disclose the customer data in accordance with general and specific legislation, regulations, and the decrees and instructions of the authorities.

10. Allowing a Third Party to Use the Product or Service

The customer agrees not to sell or lease the product or service it has bought from TDC in whole or in part without the express written permission of TDC. The customer has the right, however, to allow a third party (user) to use the product or service, in accordance with these terms and conditions or special conditions related to the nature of the product or service. Even in this case, the customer is responsible for the use of the service, and is liable to pay the charges for the use of the product or service. The customer is also responsible for ensuring that the user is aware of the responsibilities, rights and other matters related to the product or service. The user has the right to receive detailed information related to invoicing in accordance with existing legislation and regulations. On the other hand, the customer does not have the right to receive a detailed, explicit itemization of the invoice for the period after the user started to use the subscription. The user may not make changes in the service portfolio agreed by the customer without the written



permission of the customer.

11. Customer Responsibilities

11.1 Responsibility for Technical Requirements.

The customer is responsible for electricity supply, the internal network or other communication networks inside the premises, as well as for cables and telecommunications terminal equipment. The customer is responsible for acquiring, installing, and configuring the devices, connections and software which are not included in products or services covered by the agreement, and for ensuring their compatibility and functionality. The customer is responsible for ensuring that these devices and software satisfy the regulations for devices connected to telecommunications networks and electrical safety, as well as reasonable requirements set by TDC, and do not harm, disturb or interfere with the use of the telecommunications network, or its other users. Devices and software which may cause harm or interference must be disconnected immediately from the service and the telecommunications network. If the customer does not do this, TDC reserves the right to disconnect the devices and software in question from the service and the telecommunications network, or prevent the customer from using the product or service by, for example, closing down the product or service. In addition, the customer is liable for possible damage, and for costs incurred by TDC in searching for faults.

11.2 Responsibility for Devices Owned by TDC in the Customer's Possession.

If the delivery included the delivery of some device, the customer does not have the right to alter or modify the device or its settings or software without permission from TDC. The customer must carefully store devices owned by TDC in its possession, and the customer may not move the devices without the written permission of TDC. The customer may not sell, pawn, lease or otherwise assign the device or its right of use without the written permission of TDC. TDC reserves the right to inspect the device at any time. The customer is responsible for insuring devices in its possession and owned by TDC at replacement value during the validity of the agreement, unless it has been explicitly agreed otherwise in the written agreement made with the customer. If a device is lost, destroyed or damaged, the customer is liable to compensate TDC for the damages, and the costs of installing a new device. The fact that the customer has not taken out insurance, or did not provide sufficient insurance cover, or did not cover certain kinds of damage, does not relieve the customer of his responsibility or liability to pay compensation.

11.3 Responsibility for the Use of the Product or Service and its Associated User Names and Passwords.

The customer is responsible for the use of the product or service, controlling the use of it, following of the terms and conditions of the agreement and for the compliance with the responsibilities under the agreement. The customer agrees not to connect to information networks to which the customer is not allowed to connect, or which impose conditions the customer does not meet. The customer must carefully store the user names and passwords needed to use the service. The customer is responsible for the obligations under the agreement, and for the payment of the charges for the products and services even when the product or service has been used by someone else than the customer regardless of whether the use was permitted by the customer or not. The customer must notify immediately if the possibility of use of the product or service, or the user names needed to use the product or service have passed into the possession of a third party unlawfully. Following such a notification, the customer is not responsible for the unlawful use of the product or service using the old user names. TDC reserves the right to close down the product or service immediately upon receiving a notification from the customer, the police or other authorities, an insurance company or another telecommunications company that the possibility of use of the service, or the user names allowing its use have passed into the possession of a third party unlawfully or have been lost.

11.4 Responsibility for Material Delivered through the Service.

The customer is responsible for material delivered through the product or service to other users or TDC's servers or the servers of third parties. In particular, the customer is responsible for ensuring that material delivered, stored or passed through or made available through the customer's product or service does not interfere with telecommunications networks, or violate copyrights or the rights of TDC or third parties, good practice (including spam), legislation, regulations or the decrees or decisions of the authorities, or instructions provided by TDC. If the authorities or a third party demonstrate that the above-mentioned or similar material has been delivered through the customer's service to

other users or TDC's servers or the servers of third parties, TDC has the right to remove this material or prevent its use without consulting the customer. If despite warnings from TDC, the customer does not amend its practices, TDC has the right to close down the customer's product or service.

11.5 Responsibility for Technical Disturbances and Damage Caused by the Customer.

Unless agreed otherwise with respect to the customer's liability to pay compensation for damage elsewhere in these terms and conditions, the customer is liable for the damage it causes according to the terms and conditions of this section. If in contravention of section 11.1 the customer connects malfunctioning or interfering devices, settings or software to the product or service, the customer is liable to pay compensation for expenses and immediate damage incurred by TDC and third parties. If the customer wilfully or through gross negligence, such as despite a warning given by TDC, uses malfunctioning or interfering devices or software, causes a data security risk to a telecommunications network or otherwise harms the operation of TDC's telecommunication network or the telecommunication network of another company, enables this kind of activity by a third party or otherwise violates the agreement, it is liable for any possible damage incurred by TDC or a third party, and for the costs of finding and repairing the faults. The customer agrees to ensure that its voice traffic is not carried via routers based on the SIM cards of mobile phone connections without the express written permission of TDC. Correspondingly, the customer agrees to refrain from the use of devices, arrangements or other technical solutions, or to otherwise change the solution delivered by TDC, whose purpose is to evade the solutions and operating principles agreed by the customer and TDC in the agreement. If the customer acts in contravention of the above-mentioned obligations, the customer is liable to pay all expenses and damages incurred by TDC as a result of this. In addition, the customer is liable for expenses and immediate damages incurred by TDC as a result of other violations of the agreement by the customer.

11.6 Responsibility for User Names and Passwords Related to the Customer Relationship and for Their Use.

The customer agrees to use the user names and passwords (such as extranet IDs) provided to it in association with the customer relationship only for the purposes for which the user names and passwords were intended, and to store them carefully. The customer is responsible for the use of the user names and passwords, the monitoring of their use, and all other actions performed by using the user names regardless of who actually used the user names and passwords. In particular, the customer agrees to be responsible for all the orders made by using the names and passwords in question, for observing the contractual terms and conditions for the products and services that have been ordered, for fulfilling the contractual obligations, and for the accuracy, validity and actuality of all data given by using the user names and passwords. The customer is exempted from liability relating to the use of the user names and passwords only if the customer has asked TDC to deactivate the user names or passwords before a particular session. If TDC suspects the customer of having misused the user names or passwords that have been assigned to the customer, TDC has the right to immediately deactivate the user names and passwords, or to otherwise prevent their use and to refrain from supplying orders made by using them. TDC has the right to charge a fee according to its valid price list each time new user names are assigned to the customer or for re-opening user names that have been deactivated.

11.7 Customer's Obligation to Cooperate.

The customer is responsible for carrying out the tasks that are the responsibility of the customer and that obligations pursuant to the agreement are observed and performed with care. The customer must ensure at its own expense that TDC has unrestrained access to the necessary equipment areas and other premises, provide the necessary technical and other data in sufficient time, and otherwise do its utmost and to the best of its ability to supply, produce, maintain and upkeep the product or service. The customer is responsible for the validity and adequacy of the information it provides and agrees to notify TDC in good time of changes to the information provided and to other factors that effect the provision of the service. The customer is also responsible for the orders and directions it issues to TDC and for the applicability of the product or service for the customer's intended use. If the customer does not fulfil the obligations mentioned in this section, the customer is liable to pay all expenses and direct costs incurred by TDC as a result of this.

12. Suspending or Restricting the Use of the Product or Service.



TDC has the right to suspend the use of the product or service completely or in part in instances referred to in this section.

12.1 Temporary Suspensions.

TDC has the right to suspend the provision or supply of the product or service without the consent of the customer, or to temporarily restrict usage, if the measure is essential for constructing or maintaining the network. TDC also has the right to temporarily suspend the provision and supply of the product or service, if it is essential in order to protect the communication necessary for public order and safety. TDC will try to operate in such a way that the interruption is as short as possible and causes as little damage as possible to the customer. TDC will inform the customer of the interruption in advance, if the situation and opportunity permits.

12.2 Suspensions or Restriction at the Request of the Customer.

The customer has the right to ask for a product or service that can be closed down to be closed for a fixed term or until further notice. A charge in line with the valid price list will be levied each time for closing down and reopening a product or service. The customer's right to request the closing down of a product or service does not apply to voice products and services.

TDC will, upon the customer's request, prevent the use of the subscription for services other than a communication service and block certain types of outgoing traffic, if the prevention or blocking can be easily implemented for instance in accordance with the call barring class definitions of Finnish Communications Regulatory Authority, and if the customer has not been able to perform the prevention or blocking at its own expense for instance by the means of PBX programming. TDC has the right to subsequently charge in accordance with the valid price list a fee from the customer for each request to implement and remove barring settings.

12.3 TDC's Right to Close down the Product or Service or to Restrict Its Use Based on a Customer Consequences.

TDC has the right to close down the product or service or a part of it, or restrict its use for the following reasons:

- the customer, in spite of receiving a demand for payment, has not paid TDC's or another company's outstanding account
- the customer has applied for liquidation or bankruptcy, the customer has applied for restructuring proceedings to be initiated, or protection has been sought from creditors, or the customer has otherwise been declared insolvent
- the customer exceeds the credit limit granted by TDC and has not deposited sufficient security
- the customer does not pay TDC the required advance payment or deposit pursuant to section 7 within one week of being presented with the demand
- the agreement is entered into or the product or service is activated with incorrect information for reasons independent of TDC
- the customer has caused a disturbance to the communication network, telecommunications, has compromised the availability of the communication network, or has caused a data security risk to TDC, to other customers of TDC or third parties, or has enabled such a threat to take place to a third party
- the actions or equipment of the customer enable misuse to take place, or the customer uses faulty equipment and programs, despite being warned about it
- the customer has used the product or service contrary to the law or orders of the authorities or good practice, such as for sending spam, or the customer has used the product or the service contrary to the practice guidelines observed in marketing
- there is a hacking attempt or other kind of data security attack on the customer's data network, which causes damage to the communication network
- the customer does not comply with the contractual terms and conditions despite requests to do so
- the customer cannot be reached for sorting out a contractual matter or the customer no longer exists according to the register maintained by the authorities, or
- the police or other competent authority, insurance company or other telecommunications company so requests.

If the customer's failure to meet its liability to pay concerns other services than the communication service, TDC has the right to prevent the use of these services. The types of services other than communication services include, for example, the contents of value-added entertainment

services, other value-added services or services paid for by the means of a mobile phone.

TDC will enable or remove user restrictions for the product or the service at the request of the customer, once there are no longer any grounds for closing down the product or service or for restricting its use. TDC will charge a fee in line with the valid price list each time a product or service is enabled or a user restriction is removed.

13. Compensation for Damage and Limitation of Liability

13.1 Damage Caused by TDC's Negligence.

Unless elsewhere in these Terms otherwise agreed about the liability of TDC, TDC is obligated to compensate the customer for the direct damages, which have been caused by TDC's negligence and which are verified by the customer.

13.2 Limitation of Liability for Damages

13.2.1 Definition of Compensated Damages.

TDC will not compensate consequential or indirect losses, such as the loss of income or profit, lost revenue, work time spent sorting out the issue, phone calls not made or not connected, the loss or delay of data and the consequences arising from these reasons, damage caused to property or damages caused by Force Majeure. TDC will also not pay compensation for damages resulting from factors for which the customer, the user of product or service or a third party is responsible. TDC is not liable for damages with regard to possible damage caused by the exercise of its rights under the agreement, such as temporary interruptions referred to in section 12.1 or the closing down or restriction of the service mentioned in section 12.3. Compensation is also not paid for such circumstances where the use of the product or service is not prevented or essentially harmed and for damage caused by using free of charge services.

13.2.2 Amount of Damages.

In case of a product or service with recurring invoicing under a fixed-term agreement or an agreement valid until further notice, the maximum compensation for the product or service will be the monthly recurring service payment at the time of the breach multiplied by two. In other cases, the maximum amount of compensation to be paid will be fifteen per cent of the price of the products or services apart from volume or unit based charges, such as call charges, related to those faulty deliveries that constituted the breach of contract. If the breach of contract cannot be attributed to a particular product or service, the maximum amount of compensation liability will be fifteen per cent of the total cost of the agreement less fees based on using the service.

If TDC is obligated, on the basis of the agreement or otherwise, to pay the customer a penalty for delay or other penalty, reimbursement or standard compensation, TDC's liability for damages will be restricted, however, to this amount of penalty or standard compensation.

13.3 Demanding Compensation for Damage.

The customer must demand compensation for damages, penalty for delay or other compensation agreed in the agreement in writing from TDC within one month of when the fault that is the basis of the demand for compensation was noticed, or should have been noticed, and in instances where there is a delay from the time when the delivery took place. In connection with this, it is presumed that the customer should have noticed the fault at least within one month of the disappearance of the fault. A claim for compensation must be sent either to the address referred to in the invoice with the reference "reklamaatio", or to the email address reklamaatio@tdcsong.fi or to some other separate email address notified as intended for this purpose.

14. Termination of the Agreement

All notices for terminating the agreement must be given in writing, either to the address provided on the invoice with the reference "irtisanominen" or to the e-mail address irtisanomis@tdcsong.fi or to another e-mail address provided separately for this purpose.

14.1 Terminating the Agreement with Notice Period

14.1.1 An agreement with a fixed term is valid for the agreed term, after which it will remain in force for one year at a time unless terminated by giving notice at least three months before the end of each term.



14.1.2 An agreement, which is valid until further notice, is terminated by giving a three months' notice.

14.1.3 Furthermore, TDC is entitled to discontinue the supply of a certain product or service or its feature for a justifiable reason, such as a significant change in the prerequisites for producing the service. In such a case, TDC has the right to give one month's notice to terminate the agreement for the part of the discontinued product, service or feature. TDC will not be responsible for any costs or damage incurred by the customer as a result of discontinuing the product, service or feature. However, TDC will endeavour to provide the customer with an opportunity to procure a replacement product or service. With respect to the other products and services covered by the agreement, the agreement will continue in force as originally agreed.

14.1.4 If the agreement does not contain any stipulations regarding its term, the agreement will be deemed to have a fixed term of 24 months.

14.2 Terminating the Agreement with Immediate Effect

14.2.1 TDC has the right to terminate the agreement with immediate effect, if:

- the customer is in material breach of its contractual obligations and fails to rectify its breach within fourteen days from receiving a written claim by TDC;
- the product or service has been closed for at least one month pursuant to section 12.3, and the conditions for closure still exist;
- the product or service has been closed for more than one year on the customer's request; or
- law, regulation or decision by public authorities so requires.

Termination of the agreement with immediate effect does not cancel the customer's obligation to pay the contractual charges until the end of the contractual term, unless the customer has terminated the agreement with immediate effect pursuant to section 14.2.2, or unless the termination with immediate effect is due to a Force Majeure. Any outstanding payments for the contractual term are due for payment at the end of the contractual term.

14.2.2 The customer has the right to terminate the agreement with immediate effect if the product or service substantially deviates from what has been agreed, and TDC fails to rectify the fault or make a replacement delivery within six months from the date of the customer's written notice, or if the delivery of a product or service is delayed by more than six months due to a reason attributable to negligence by TDC. The customer's right for termination with immediate effect only applies to the faulty or delayed part of the product or service, unless the parts of the product or service make up such an entity that the faulty or delayed part can objectively be deemed to be necessary for using the other parts of the product or service.

14.3 Consequences of Terminating the Agreement. Termination of the agreement also terminates the customer's right to use the supplied products or services and their associated equipment and materials, such as software and related documents or manuals. The customer must, at its own cost, return to TDC, or when requested by TDC, destroy all original and duplicate copies, data media and documentation supplied by TDC or otherwise related to the agreement that it has in its possession. When the agreement is terminated, the customer must at its own cost return to TDC all devices or related materials in its possession and owned by TDC in the same condition in which they were when given to the customer, allowing, however, for normal wear and tear. If the customer fails to return the device or the device has been damaged, the customer is liable to compensate TDC for the damages thus incurred. If the devices are collected by a TDC representative, the customer must pay for the costs incurred by the collection. However, TDC may elect to notify in writing that it will collect the devices at its own cost.

15. Transfer of the Agreement and Receivables

The customer is not entitled to transfer the agreement in part or in full to a third party without the written consent of TDC. TDC has the right to transfer the agreement in part or in full to another company within the same group of companies, or to a third party to which the business referred to in the agreement is transferred. TDC is also entitled to transfer its contractual receivables, or the task of collecting them, to a third party. After receiving a notice regarding the transfer of receivables, the customer can only make a valid remittance to the transferee.

16. Other Terms and Conditions

16.1 Confidentiality

16.1.1 The parties agree to treat all material and information obtained from the other party as confidential. However, the obligation of confidentiality does not apply to such material and information that a) is in the public domain or otherwise public, b) was in the possession of the receiving party, without any obligation of confidentiality, even before receiving them from the other party, c) is received by the party from a third party without any obligation of confidentiality and without that party being expected to know that the said third party is bound by confidentiality, or d) the party must divulge to public authorities by law or relevant regulations by public authorities. In addition, TDC may pass on material and information to companies within the same group of companies, its subcontractors, auditors and other experts in case such information is necessary for carrying out their respective duties.

16.1.2 Without a separate written agreement, the parties are not entitled to utilize the material and information obtained for any other than contractual activities. When the contact is terminated, the parties must stop using the material and information obtained and return all copies thereof, unless destroying them is separately agreed upon. However, each party has the right to retain such copies that are required by law and regulations by public authorities. The stipulations regarding the use of customer data are in section 9 of these terms and conditions.

16.1.3 Either party may only disclose confidential information obtained from the other party to those of its employees that need to have that information for a contractual performance. Each party is responsible for ensuring that its employees are bound by confidentiality obligations set out in the agreement.

16.1.4 The obligation of confidentiality is binding to both parties during the term of the agreement and for three (3) years after its termination.

16.2 Infringements of Intellectual Property Rights

16.2.1 TDC is responsible for ensuring that any product or service supplied by it does not infringe any intellectual property rights valid in Finland at the time of concluding the agreement.

16.2.2 If an action is brought against the customer or claims submitted to it on the basis that using a product or service supplied by TDC in Finland infringes a protected intellectual property right, TDC will defend the customer in the manner it sees fit and refund the customer for any legally valid damages awarded that the customer has to pay. The liability of TDC only applies on the condition that the customer notifies TDC of the claims in writing immediately after receipt of same and simultaneously authorises TDC to look after the customer's interests and provides TDC with the necessary information, authorisations and support required for handling the matter.

16.2.3 If an infringement of intellectual property rights under section 16.2.2 becomes legally valid or if TDC deems that such an infringement is probable, TDC may, at its own discretion and cost a) obtain the right to continue using the product, service or part thereof, b) replace the product or service with another, equivalent product or service that does not infringe the intellectual property rights of third parties, or c) modify the product or service in such a way that infringement no longer takes place. If TDC does not consider any of the above alternatives to be feasible at reasonable terms, TDC has the right to terminate the subject product or service with immediate effect.

16.2.4 TDC is not liable for holding the customer harmless regarding such infringements of intellectual property rights that are caused by a) using the product or service for purposes for which they were not designed or approved, b) the product or service is used in conjunction with products supplied by others than TDC, or c) the product or service is used contrary to instructions provided by TDC.

16.2.5 The liability of TDC regarding infringements of intellectual property rights is limited to the above actions.

16.3 Notifications

16.3.1 The customer must send all notifications related to the agreement to TDC's address specified in the agreement, or to a later specified address, fax number or e-mail address, unless a different procedure is stipulated for specific notifications.



16.3.2 TDC sends the notifications related to the agreement to the billing address, fax number or e-mail address specified by the customer, or to the customer's mobile subscription number as a text message. The customer must ensure that TDC has an up-to-date billing address and other contact details for each product, service and subscription user.

16.3.3 The notifications sent by mail are deemed to be brought to the customer's attention seven days after they were sent. The notifications sent by e-mail, fax and SMS are deemed to be brought to the customer's attention on the day they were sent.

16.3.4 TDC has the right to inform the customer of any payment irregularities and other possible breaches of contract by users of the service.

16.4 Force Majeure

16.4.1 Neither party is responsible for a breach or failure of a contractual obligation nor for the resulting damages or other consequences, if fulfillment of the contractual obligation was prevented or unreasonably hindered by Force Majeure. Force Majeure conditions include such occurrences beyond the control of the party taking place after the agreement was concluded that the party could not reasonably take into account at the time of concluding the agreement and the consequences of which the party cannot reasonably avoid or overcome either.

16.4.2 Force Majeure conditions include war, riot, industrial dispute, thunderstorm, fire, storm or other natural disaster, legal stipulations and regulations or decisions by public authorities, cable damages or equivalent caused by a third party, mains over-voltage, faults or delays in telecom connections or devices sourced from a third party, or failures or actions by another telecom operator, refusal of an export license or a prohibition on export or import, an interruption in public transport or telecommunications, and an interruption in the supply of energy or some other relevant raw material. A strike, embargo, boycott or other industrial action is also deemed to constitute Force Majeure when the party is either a subject or party to it. Force Majeure conditions affecting the subcontractor of a party to the agreement will be deemed as grounds for releasing from obligations if substituting the subcontractor is not possible without considerable costs or substantial delays.

16.4.3 If performances under the agreement are materially prevented due to Force Majeure conditions for a period exceeding three months, the party is entitled to terminate the agreement with regard to the subject service with immediate effect. In other cases, the parties are obliged to continue fulfilling their contractual obligations normally after the Force Majeure conditions have ended.

16.5 Non-validity of Individual Conditions. The non-validity of an individual condition of the agreement does not result in the non-validity of other contractual terms and conditions. Instead, it will be replaced with a valid condition with its contents as close as possible to the original agreement between the parties. All other conditions affected by the said condition will be interpreted according to the original intention of the parties.

16.6 Applicable Law and Disputes. The laws, decrees and official regulations of Finland apply to the agreement. If a dispute arising out of the agreement cannot be settled through negotiations between the parties, it will be settled, at the discretion of the plaintiff, either by the District Court of Helsinki or the district court of the domicile of the respondent, unless the parties separately agree on settling the matter through arbitration.

17. Validity of the Contractual Terms and Conditions and Amending them

17.1 Validity of Contractual Terms and Conditions. These contractual terms and conditions for agreements with businesses and organisations are valid from 1 July 2006 and will remain valid until further notice. The terms and conditions are available at the Web pages of TDC. In addition, TDC will send the general terms and conditions to the customer free of charge by request.

17.2 Amending the Contractual Terms and Conditions. TDC may amend these general terms and conditions, product specific terms and conditions or other standard terms and conditions. TDC will inform the customer in writing of any new contractual terms or conditions no later than thirty (30) days before they become effective. If the amendment is not based

on changes in legislation, regulations or decisions by public authorities, obligations resulting from decisions by public authorities or other causes defined in the agreement and if the amendment has a clearly negative impact on the customer, the customer is entitled to terminate the agreement with regard to the products and services affected by the amendment, effective on the date the amendments take effect. TDC must be informed of a termination on this basis in writing before the new contractual terms and conditions become effective. If TDC decides, on a case-by-case basis, to keep the contractual terms and conditions of a certain customer unaltered, the notice of termination given by the customer will not result in terminating the agreement. TDC will notify the customer of its decision as soon as possible. In other cases, the customer will be deemed to have accepted the amendment to contractual terms and conditions, and the amended terms and conditions will also apply to agreements concluded before the effective date of the amended terms and conditions.