

# General Terms for Operator Products v1.0



## GENERAL TERMS FOR OPERATOR PRODUCTS V1.0

### 1 General

These General Terms shall be applied when a Telecommunications Operator enters into an agreement with Elisa Oyj or a company belonging to the same group of companies (hereafter jointly or individually "Elisa") regarding the lease of subscriber connection or its part, high band of a subscriber connection, equipment space needed in connection with the use of a subscriber connection products and/or cable placement right, local fixed connection broadband operator product (hereafter "Service").

These General Terms shall also be applied to the offering of other operator products of Elisa to Telecommunications Operator if so agreed upon or if so stated in the price list of Elisa or if so otherwise mentioned.

**Telecommunications Operator** shall in these General Terms mean a telecommunications operator that leases the aforementioned Services from Elisa.

**User** shall mean a natural or legal person who has entered into an agreement with a Telecommunications Operator regarding a subscriber connection or the use of a network service and/or a communications service.

**Consumer Customer** shall mean a User who acquires services for other purposes than for its business.

**Telecommunications Terminal Equipment** shall mean a telecommunications terminal equipment defined in the Radio Act which is to be connected to a public communications network and which conforms to the requirements set forth in the Radio Act and in any orders issued under it.

**Equipment** shall mean a Telecommunications Terminal Equipment used in a communications network or other equipment.

**Availability Enquiry** shall mean an enquiry by a Telecommunications Operator regarding the availability of a Service to a named User or in a notified address.

**Agreement** shall in these General Terms mean an agreement regarding the lease of a Service together with any appendices or annexes attached thereto and including these General Terms.

**Defect** shall mean an essential deviation In Service from the characteristics as defined in the Agreement and which deviation makes the use of Service essentially more difficult.

Telecommunications Operator shall notify Elisa of a change in its contact details in writing without delay.

Elisa shall publish the notifications on its website or send

them to the email address notified by the Telecommunications Operator.

### 2 Entering into Agreement

Telecommunications Operator and Elisa shall sign a written Agreement concerning the Service. An Agreement is concluded when the Parties have signed an Agreement or, when Elisa has by way of written confirmation accepted the order of Telecommunications Operator and Telecommunications Operator has delivered to Elisa the advance payment or guarantee possibly required under Section 10.2.

### 3 No Obligation to Enter into Agreement

Elisa shall not have an obligation to lease a Service if

- there is no free capacity or the Service has not been built;
- the Service is needed for Elisa's own operations, for example for the current and reasonable future needs of Elisa's own customers;
- Telecommunications Operator has due outstanding accounts to Elisa or to another Telecommunications Operator or if the Telecommunications Operator is declared bankrupt or is placed into liquidation, restructuring or reorganization or is otherwise apparently insolvent;
- Telecommunications Operator does not pay the required advance payment or guarantee;
- Telecommunications operator has during the past year deliberately caused in a substantiated manner serious technical disturbance to general or other communication network or their users ;
- Elisa's operations are affected by a force majeure event in accordance with Section 15.2.1;
- the lease of a Service would endanger data security; or if
- the lease of a Service would be technically impractical or otherwise unreasonable for Elisa.

### 4 Availability Enquiry

Elisa shall do its best to answer the Telecommunications Operator's Availability Enquiry within two weeks after receiving such inquiry. Elisa shall be entitled to charge a fee for an answer to an Availability Request in accordance with the price list in force from time to time.

### 5 Delivery

#### 5.1 Time of Delivery

Elisa shall try to deliver the Service at agreed time or, if the time of the delivery has not been agreed upon, within reasonable time from the entry into the Agreement. Typical delivery times have been presented in the price list of the connection or in the service description.

#### 5.2 Acceptance of Delivery

Telecommunications Operator shall be obligated to verify

that the Service functions properly without delay after the delivery of a Service and shall be obligated to promptly notify all possible Defects or deficiencies to Elisa. In case the Telecommunications Operator has not notified of the Defect or deficiency within seven (7) days from the delivery of the Service, or taken the Service into the customary use (production use), the Service is considered being accepted. Telecommunications Operator shall be liable for the costs of the verification and the costs caused by measures not relating to the delivery of Service.

### **5.3 Telecommunications Operator's Obligation to Cooperate**

Telecommunications Operator shall grant Elisa access to necessary facilities and also in other ways to contribute by all means available to the delivery and maintenance of Service and correction of defects. Telecommunications Operator shall provide Elisa well in advance with sufficient and correct information for the delivery of Service and notify Elisa well in advance of changes in information provided and of other necessary issues for the delivery and maintenance of Service and correction of defects. Telecommunications Operator shall at its own cost acquire necessary approvals, if needed, to Elisa for the delivery of Service. Telecommunications Operator shall be liable for the information, instructions and orders given to Elisa as well as for the Service delivered and maintained accordingly.

Telecommunications Operator shall in agreements with Users limit its liability for any damages as widely as possibly unless otherwise required by mandatory legislation.

### **5.4 Delay of Telecommunications Operator**

Telecommunications Operator shall be liable for the User's delays as they were its own.

Elisa shall be entitled to charge the fees of the Service also for the period when the Service has not been delivered due to reason not attributable to Elisa.

If the Service is delivered after the time of delivery due to reason not attributable to Elisa, Elisa shall have the right to choose a suitable time of delivery.

### **5.5 Telecommunications Terminal Equipment, Other Equipment**

Telecommunications Terminal Equipment and indoor wiring are not included in Service.

Telecommunications Operator shall be responsible for acquiring and working order of Equipment, Telecommunications Terminal Equipment, subscriptions, connections and software not included in Service and that they are accepted and that they do not harm or disturb the Elisa's operations, communication network's traffic or Elisa's equipment. Equipment, subscriptions, connections

or software possibly causing disturbance or which are out of condition shall immediately be disconnected from Service. Elisa shall be entitled to disconnect Equipment, subscriptions, connections and software which are defective or which have been verified to cause disturbance from the communication network.

Telecommunications Operator shall be liable for all direct and indirect damages caused by the Equipment, subscriptions, connections or software of the Telecommunications Operator or its Users and for expenses for locating and correcting a defect. Telecommunications Operator shall without delay after a request to do so provide Elisa with information regarding the Equipment, subscriptions, connections or software connected to a Service.

## **6 Provision of Service**

Elisa shall be entitled to provide a Service in a manner deemed appropriate and at its own discretion entitled to use subcontractors or other third parties to provide the Service.

Information in leaflets or other marketing material are not specifications of Service and shall not bind Elisa in the provision of the Service.

Telecommunications Operator may perform or have performed installation, repair, maintenance or other similar work regarding the Service only with a prior written consent of Elisa.

### **6.1 Identification Data**

Elisa shall be entitled to choose the user identifiers, numbers, addresses and other such identification data (hereafter "Identification Data"). They shall remain the property of Elisa and the Telecommunications Operator shall have no rights to them after the termination of the Agreement.

Identification Data may, at Telecommunications Operator's request, be changed against a fee provided that the change is technically possible and that the change does not cause unreasonable inconvenience to Elisa or to a third party.

Elisa shall be entitled to change Identification Data by notifying the Telecommunications Operator thereof within reasonable time.

### **6.2 Changes to Service**

Elisa shall be entitled to change the quality or technical implementation of Service, if

- The Finnish Communications Regulation Authority or other competent authority approves the change;
- the change is essential for new investment or the technical optimization of network; or
- the initial technical implementation or quality of Service is no more reasonably possible.

If the aforementioned changes require changes to Telecommunications Operator's equipment, software or services, the Telecommunications Operator shall at its own cost take care of such changes. Elisa shall do its best to notify of the changes within reasonable time in advance.

### 6.3 Termination of Service

Unless otherwise required by mandatory legislation or orders by authorities, Elisa shall, on reasonable grounds, be entitled to terminate the production of Service or its feature. Elisa shall therefore be entitled to terminate the Agreement with immediate effect for the parts concerning the terminated Service or feature, by notifying the Telecommunications Operator thereof within reasonable time in advance.

## 7 Maintenance

Elisa shall maintain the Service in working order in accordance with the Agreement. Maintenance classes as well as typical and targeted correction periods have been presented in price lists or service descriptions.

### 7.1 Limitations to Maintenance

Maintenance shall not cover the correction of a Defect which has been caused by a reason not attributable to Elisa or a reason for which the Telecommunications Operator is responsible, such as:

- incorrect use of Service, negligence or omission in following the instructions concerning the use or maintenance of Service or the environmental requirements; or
- Equipment, subscriptions, connections, software or specifications not included in Service
- Change, correction or connection made by or equipment used by Elisa.

### 7.2 Correction of disturbances, defects and errors

A User notifies the Telecommunications Operator of an error, defect or disturbance in a Telecommunications Operator's product or service delivered to the User. Upon such notification the Telecommunications Operator shall commence its own operations with regard to tracking down and correcting a defect. Telecommunications Operator shall locate an error, defect or disturbance and shall, should the error, defect or disturbance be in such part of the communications network that is owned or controlled by the Telecommunications Operator, correct it.

Should the Telecommunications Operator locate the defect to Elisa's communications network the Telecommunications Operator shall promptly notify Elisa thereof. Elisa shall without delay commence operations with regard to tracking down and correcting a defect in a Service.

Elisa shall correct disturbances, errors and Defects during Elisa's normal business hours. Correction pursuant to Telecommunications Operator's request outside Elisa's normal

business hours shall be charged separately in accordance with Elisa's then current price list.

Telecommunications Operator shall be obligated to verify that the Service functions properly promptly after correction of a defect. Any detected Defects or deficiencies shall promptly be notified to Elisa. In case the Telecommunications Operator has not notified of the Defect or deficiency within seven (7) days from the correction of defect, or has taken the Service into its customary use (production use), the Defect is considered having corrected.

Elisa shall be entitled to charge for any work performed pursuant to an unfounded notification of a disturbance in accordance with its then current price list.

Telecommunications Operator shall be liable for all expenses relating to tracking down and correcting a defect, error or deficiency in case the defect, error or deficiency is on the Telecommunications Operator's or its User's responsibility.

If a disturbance, error or Defect, which has a major effect on the Services leased by Elisa to the Telecommunications Operator, is detected in Elisa's Services, Elisa shall without delay after the error, disturbance or Defect has been detected inform the contact point notified by the Telecommunications Operator of the scope as well as of the estimated range and duration of the disturbance, error or Defect.

## 8 Temporary Interruptions of Service

Elisa shall be entitled to temporarily suspend the provision a Service or to limit the provision thereof,

- if it is essential in order to safeguard a network service and/or communications service required by the public order or security;
- if it is required by the construction or maintenance of a communications network or by measures relating to data security. Elisa shall give notice of a suspension and of the reason for it at the latest one week before the suspension, except where giving such notice is not reasonably possible;
- if the use of Service causes disturbance to general or other communication network or users; or
- to avoid disturbance noted by the Finnish Communications Regulatory Authority or other competent authority which the Telecommunications Operator's Equipment, subscriptions, connections or software connected to or communication exercised over the Service cause to Elisa's equipment or to communication exercised over other connections.

## 9 Prevention of the use of a Service

Elisa shall be entitled to prevent the use of a Service in the following situations:

- the Agreement has been terminated and the term of notice has expired (Section 12.1) or when the;

Agreement has been terminated for cause (Section 12.2)

- Telecommunications Operator is declared bankrupt, is placed into liquidation or reorganisation or is otherwise apparently insolvent;
- Telecommunications Operator exceeds the credit limit set by Elisa;
- Telecommunications Operator has not, despite a reminder, paid a due outstanding account to Elisa or to other Telecommunications Operator;
- Telecommunications Operator does not, despite a request, comply with an Agreement regarding the lease of a Service
- the safety of network operations, network viability, maintenance of the network viability, interoperability of services, privacy protection or data security in a communications network is endangered;
- Telecommunications Operator or a User has demonstrably caused disturbance either to the common or other communications network or to other users by using a Service; or
- Telecommunications Operator has otherwise breached its contractual obligations.

Elisa shall notify the Finnish Communications Regulatory Authority of the intended prevention of the use of Service four (4) weeks in advance, provided that the prevention is due to Telecommunications Operator's delayed payment or breach of an agreement.

## 10 Charges and Invoicing

Elisa shall determine the structure, amount, changes, invoicing and payment method of its charges. The charges are set forth in Elisa's price list in force from time to time or that are agreed separately. The charges set forth in the price list shall be made in accordance with the invoicing even if the Service is closed unless otherwise agreed upon. Taxes, tax-like payments and other public charges in force from time to time shall be added to the charges.

### 10.1 Changes in Charges

Changes in price lists shall be notified to the Telecommunications Operator in writing one (1) month prior to the effective date of the change provided, however, that possible changes based on amendments in legislation or decisions of authorities may be applied without regard to the aforementioned notice period.

Once the Telecommunications Operator becomes informed of an increase in charges it shall be entitled to terminate the Agreements subject to the increase of charges by giving a prior written notice, which shall be effective on the effective date of the change.

New taxes, tax-like payments or other public charges or their changes do not entitle the Telecommunications Operator to terminate an Agreement for the aforementioned reasons.

The changed charges may be applied as from the date of entry into force of the new or changed taxes, tax-like payments or other public charges.

### 10.2 Advance Payment, Guarantee

Elisa shall, at its own discretion, be entitled to demand an advance payment or a guarantee from the Telecommunications Operator

- in the beginning of the contractual relationship;
- during the contractual relationship; and
- before giving its consent to the assignment of an Agreement.

Advance payment or guarantee shall not accrue interest.

Elisa shall collect due account, interest for delayed payment and collection charges, including possible legal costs, from the advance payment or guarantee.

### 10.3 Invoicing

The term for payment for a Telecommunications Operator shall be fourteen (14) days net from the date of the invoice. Elisa shall send the invoices to the latest invoicing address notified by the Telecommunications Operator.

In case the Telecommunications Operator exceeds the agreed credit limit or there are exceptionally many invoices during the invoicing period, Elisa may send an invoice to Telecommunications Operator outside the usual invoicing schedule.

Elisa shall be entitled to collect interest for delayed payment stated in the invoice and collection charges, including possible legal costs. In case Telecommunications Operator has not paid the due invoices regardless of request for payment and closing of connection, also other undue accounts to be charged for the Service shall fall due for payment. In case Telecommunications Operator has not allocated payments in accordance with the references of the invoices, Elisa shall be entitled to allocate the invoice as it wishes and to charge the costs for such measures.

### 10.4 Invoice reminders

Reminders concerning invoice shall be made in writing before the due date and the undisputed part of the invoice shall be paid on the due date of the invoice at the latest.

In case the reminder is unjustified, Telecommunications Operator shall pay the invoice with interest for delayed payment within a week from notifying the Telecommunications Operator of the outcome of the check.

## 11 Assignment

Telecommunications Operator may assign an Agreement only with a written consent of Elisa. Elisa shall give its consent

to the assignment of the Agreement only provided that all Elisa's outstanding accounts with interests have been paid.

Elisa shall be entitled to assign an Agreement and the related rights and obligations, partly or entirely, to a company belonging to the same group of companies with Elisa, to another company engaged in telecommunications activity and in connection with a transfer of a business or a part thereof to the acquiring party. Elisa shall also be entitled to assign its rights based on an agreement to a third party.

## 12 Termination

### 12.1 Termination without cause

Unless otherwise agreed, Telecommunications Operator may terminate an Agreement which is in force until further notice by giving Elisa a one (1) month prior written notice thereof. Elisa shall send a written confirmation regarding the termination to an address notified by the Telecommunications Operator.

Elisa shall be entitled to terminate a single Agreement or Service which is in force until further notice by giving a one (1) month prior written notice thereof.

Elisa shall, however, be entitled to terminate a lease agreement concerning a subscriber connection only if it needs the subscriber connection for its own use or for a reasonable future need.

Elisa shall be entitled to terminate an Agreement by giving a one (1) month prior written notice thereof also

- in case of a change in legislation or orders of the authorities or in case of an unexpected change of circumstances provided that the implication of the change is substantial; or
- pursuant to other hindrance comparable to the foregoing.

### 12.2 Termination for Cause

Elisa shall be entitled to terminate for cause and with immediate effect an Agreement regarding the lease of Service if

- Telecommunications Operator does not comply with its obligations set forth in an Agreement and does not remedy its breach within one week of Elisa's written request; or
- Telecommunications Operator is declared bankrupt, is placed into liquidation or is found to be insolvent by a decision of an authority; or if
- Telecommunications Operator otherwise substantially breaches its obligations set forth in an Agreement.

## 13 Confidentiality

Telecommunications Operator shall hold in confidence any confidential material or information received from Elisa.

Telecommunications Operator shall be liable to see that its employees and subcontractors possibly used by Telecommunications Operator undertake to be bound by the aforementioned confidentiality provision.

Elisa reserves all rights to assigned material and information and Telecommunications Operator shall not, without a separate written agreement, be entitled to use them in other manner than directly in connection with an Agreement.

At the termination of an Agreement Telecommunications Operator must return the information and material received from Elisa and to destroy the material, information and copies on its files. The termination of an Agreement shall not affect the confidentiality obligation.

## 14 Intellectual Property Rights

All right, title and interest in and to the intellectual property rights relating to Services shall vest in and remain the sole property of Elisa or Elisa's subcontractors or third parties used by Elisa and shall for no parts be transferred to Telecommunications Operator.

Elisa shall be liable to see that the Services delivered shall not for their part violate copyrights of the Service in force at the time of entering into an Agreement.

If an action is brought against Telecommunications Operator or demands are made based on the fact that the use of Service delivered by Elisa has violated a copyright, Elisa shall take care of the defence of the Telecommunications Operator in a manner deemed appropriate by Elisa and shall compensate for the damages ordered to be paid by the Telecommunications Operator. Elisa's liability is subject to a written notification of the claims by the Telecommunications Operator promptly after having been informed thereof and at the same time providing Elisa with an authorisation to take care of the interest of the Telecommunications Operator and with necessary information and assistance.

In case the aforementioned violation of intellectual property right gains legal force or Elisa considers the violation to be likely, Elisa shall, at its discretion and at its own cost, acquire the right to continue the use of the Service or a part of it, replace the Service with a corresponding product or amend the Service in a way that no violation shall occur. Elisa shall also be entitled to give immediate notice of termination of the production of Service.

Elisa shall not be liable for violations of intellectual property rights which are based on a claim of a company which has control over Telecommunications Operator or over which Telecommunications Operator has control in a manner that decisive control is defined in the Accounting Act, or which are caused by a change to the Service made by Telecommunications Operator or the following of instructions given by Telecommunications Operator, the purpose of use contrary



to an Agreement or the fact that the Service is used together with a service delivered by another supplier or produced by Telecommunications Operator or against Elisa's instructions.

Elisa's liability for violation of intellectual property rights shall be limited to the actions defined in this Section.

## 15 Compensation for Damages

### 15.1 Liability for Damages

Elisa's liability for a defect in Service shall be limited to correcting the defective Service or alternatively re-performing the defective Service.

In case of defects or delays, Elisa shall be liable for direct damages, demonstrated by Telecommunications Operator, caused to Telecommunications Operator by Elisa's negligence.

### 15.2 Amount of Damages and Limitation of Liability

Elisa shall only be liable for damages caused to Telecommunications Operator required by mandatory legislation and only to the extent:

- Telecommunications Operator has, due to a mandatory provision of the Information Society Code, been obligated to pay a User compensation for such defect or delay which has been caused by Elisa's negligence
- Telecommunication Operator's obligation to pay damages or compensation pursuant to the Information Society Code is a direct result of Elisa's breach of Agreement or construction or maintenance work performed by Elisa and relating to communications network or measures relating to data security; and
- damages or compensation paid by the Telecommunications Operator to the User is based on the User's justified and demonstrated claim.

Elisa shall, however, not be obligated to pay damages to the extent

- Elisa's liability has, in the applicable legislation in force from time to time, been limited more than in these General Terms;
- Elisa has not acted negligently;
- The amount of damages or compensation paid by the Telecommunications Operator to the User exceeds the amount the Telecommunications Operator would have been obligated to pay pursuant to the mandatory provisions of the Information Society Code; or
- Telecommunications Operator could, notwithstanding the provisions of the Information Society Code, have limited its liability towards the User but has not done so.

The amount of damages payable by Elisa shall in any case be limited during each month to the amount corresponding to the monthly basic charge for the Service in question, in any case at maximum of 50,000 euros.

Elisa shall in no case be liable for any indirect or consequential damages, such as lost profits, decrease of market share or damages or compensation which the Telecommunications Operator is obligated to pay to other than its Consumer Customers or other users pursuant to Information Society Code (7 November, 2014/917, as amended) or other mandatory legislation or based on other grounds. Furthermore, Elisa shall not be liable for damages caused by a force majeure event defined in Section 15.2.1 or by other reasons defined in Section 15.2.2.

Elisa shall not be liable for the destruction, disappearance or alteration for any reason of Telecommunications Operator's information or files and caused damages and expenses caused, such as costs for re-creation of files.

#### 15.2.1 Force Majeure

Force majeure event or other comparable reason that prevents or makes unreasonably difficult the fulfilment of an Agreement shall excuse Elisa from all obligations under an Agreement and from the obligation to pay compensation or damages. An unusual or relevant event preventing or making unreasonably difficult the fulfilment of an Agreement which has occurred after reaching an Agreement and the impact of which cannot be reasonably avoided or prevailed shall exempt Elisa from all liability. Some examples of possible force majeure events are:

- thunderstorm, hurricane and other comparable overwhelming force of nature;
- action of an authority;
- war, revolt or the threat thereof, mobilisation;
- stoppage or interruption of public transportation, energy distribution or data communication;
- industrial action, such as boycott, strike, blockage or lock-out; or
- interruption or delay caused by fire or other accident.

#### 15.2.2 Other Exemptions from Liability

Elisa shall also be exempted from all liability in the following situations:

- negligence by Telecommunications Operator, User or other person that has used a Service or a network service and/or communications service;
- the use of the Service is prevented due to a defect or deficiency in a Telecommunications Terminal Equipment, Telecommunications Operator's Equipment, subscription, connection, software or indoor wiring; and
- reasons relating to the operation of services of other telecommunications operators, service operators or service providers.

### 15.3 Claims for Damages

Any claims for damages against Elisa shall be made in writing within one month from the moment when the defect, which is the basis for the claim, was detected or should have been

detected or within one month from the delivery. Possible compensation shall be covered by credit note.

## **16 Applicable Law and Dispute Resolution**

The Agreement shall be governed by and construed in accordance with the laws of Finland, excluding its choice of law provisions.

Any disputes arising out of or relating to this Agreement shall be finally settled in arbitration in accordance with the rules of arbitration of Arbitration Institute of the Central Chamber of Commerce in Helsinki or at Elisa's request at the District Court of Helsinki.

## **17 Order of Interpretation**

In case of discrepancies between the terms of an Agreement and these General Terms, the terms of an Agreement shall be applied primarily and secondarily its appendices in their numerical order. The following order of priority shall be applied as regards documents:

- 1 Agreement
- 2 Service description
- 3 Price list

## **18 Entry into force of General Terms and Amendments**

These General Terms shall be effective as of February 1, 2017 and shall continue to be effective until further notice.

These General Terms shall replace the general terms in use for the parts that the terms have been applied to Agreements concerning Services when Elisa has leased out Services to a Telecommunications Operator. These General Terms shall also be applied to Agreements made before the entry into force of these General Terms.

Elisa shall have a right to amend these General Terms. Telecommunications Operator shall be informed of new terms at least one month before the entry into force on Elisa's website.