

**SONERA SERVICE PROVISION SOLUTION 1.9.2005****1 Service Provider's information**

Company name	Business id
Street address	
Postal address	Postal code and City
Country	

2 Signatory's information

First name	Last name
Telephone number	Mobile number
Fax number	
E-mail address	

3 Services of Service Provision Solution

The Sonera Service Provision Solution Agreement enables the provisioning of mobile services to Sonera's mobile subscribers. With this agreement the Service Provider can offer text and/or multimedia message services, browser based- (WAP) and downloadable services to Sonera's mobile subscribers. All services included in the Service Provision Solution are ordered with separate forms, which are appendices 1.1 – 1.4 of the Service Provision Solution Agreement.

4 TeliaSonera Finland Oyj's information

TeliaSonera Finland Oyj, Helsinki, Teollisuuskatu 15, 00051 Sonera, Tel: +35820401, VAT.NO. 1475607-9

5 Sales Person information

Name:	Mobile number:
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6 Terms of validity

The agreement shall remain in force until further notice and can be terminated by either party with two (2) months notice.

7 Agreement terms for Sonera's Service Provision Solution (Appendices applied to the agreement in order of application)

1. Interface specific service information: 1.1 Message interface, 1.2 Applications' delivery interface, 1.3 WAP-interface 1.4 Sonera SurfPort 2. Service Provision Solution Price List 3. Service descriptions: 3.1 Message interface, 3.2 Applications' delivery interface, 3.3 WAP-interface and 3.4 Sonera SurfPort 4. Special Terms and Conditions of the Location Data info feature 5. Agreement terms for Sonera Service Provision Solution 6. Sonera's General Delivery Terms for Business Customers concerning services.

8 Signatures

The Service Provider acknowledges that he/she has read all the terms regarding the agreement and accepts them.

Date and place _____

On behalf of TeliaSonera Finland Oyj	Name in print	On behalf of Service Provider	Name in print
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1.1 MESSAGE INTERFACE SERVICE INFORMATION

1 Service Provider's information

Company name	Business id	VAT No.
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2 Service Provider's administrative information

Administrative contact person Name	
Telephone number	Mobile number
E-mail address	
Invoicing and/or receivables settlement contact person Name	
Telephone number	Mobile number
E-mail address	
Billing and reporting street address	Postal code and City
Country	Bank and account number

3 Service Provider's technical contact

Technical contact person Name	
Telephone number	Mobile number
E-mail address	
E-mail address for Fault reporting	

4 Service Provider's customer service information

Customer care telephone number	Customer care service hours
Customer care e-mail address	Service Provider's service's www-address

5 Content Gateway license information

Service Provider's Content Gateway Provider Server's IP-address: 1)	TCP-port: 31779 2)
E-mail address for license delivery:	
Billing service <input type="checkbox"/> 3)	
Short dial numbers to be activated on license 4):	Sonera applies for number
Short number: <input type="checkbox"/>	
Short number's service description:	
Short number <input type="checkbox"/>	Sonera applies for number
Short number's service description:	
Short number <input type="checkbox"/>	Sonera applies for number
Short number's service description:	
1) Sonera's Content Gateway Operator Server's IP-address: 195.156.25.22	
2) TCP-port 31779 is Content Gateway's logical port.	
3) When the billing service has been connected, Sonera will bill the End User based on Service events, which are prices by the Service Provider. When using the Billing Service, all guidelines given by Sonera must be adhered to (e.g. Content Gateway Guide for Service Development, Content Gateway Implementation and billing Guidelines). Sonera strongly recommends that all Services with billing be tested before their launch.	
4) TeliaSonera Finland Oyj reserves short dial numbers from the Finnish Communications Regulatory Authority (FICORA) for Service Providers. If needed, please ask for assistance from Sonera's customer service content.provider@sonera.com . FICORA (www.ficora.fi) charges for the short dial numbers. The Service Provider shall pay these charges.	

6 Terms of delivery

Time of delivery is three weeks from the date when Sonera's customer Service has received the order.
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7 Agreement terms applied for this order

The terms of Sonera's Service Provision Solution shall be applied for this order including the following appendices: 1.1 Message interface service information 2. Service Provision Solution Price List 3.1 Message interface service description 4. Special Terms and Conditions of the Location Data Info feature 5. Agreement terms for Sonera Service Provision Solution 6. Sonera's General Delivery Terms for Business Customers concerning services
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8 Service Provider's signature

The Service Provider acknowledges that he/she has read all the terms regarding the agreement and accepts them
Date and place
Signature
Name in print

**SONERA SERVICE PROVISION SOLUTION – PRICE LIST 1.10.2005****MESSAGING INTERFACE****Connection and changing charges**

Content Gateway connection charge Content Gateway software license for one Provider Server / one fixed TCP/IP-address.	330,00 (402,60) €	
Connection charge for one short dial number Connection of one short dial number to a CGW software licence.	330,00 (402,60) €	Connected short dial number
Connection charge for Billing service Interface –specific connection charge. Includes connecting the Service to Sonera’s End User Invoicing and Settlement of receivables systems.	250,00 (305,00) €	
Even though the Billing service has been connected, the Service Provider can have one or several short dial numbers without End User Billing.		
Supplementary services E.g. connecting one price notification	60,00 (73,20) €	Service connected
Changing charge Change in the Service Provider’s Service.	60,00 (73,20) €	Changing order
Changes in address, contact and billing contact information are free of charge.		

Monthly charges

Short dial number’s monthly charge Short dial number specific monthly charge. Includes maintenance of short dial number connection. No monthly charge is collected for opening month.	58,00 (70,76) €	Short dial number / month
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Traffic charges

Text Message prices		
< 50 000	0,07 (0,085) €	/ message
50 001 – 250 000	0,06 (0,073) €	/ message
> 250 000	0,055 (0,067) €	/ message
The changing of price step has no impact on the individual prices of the preceding messages.		
Multimedia message prices		
From mobile phone to information system	0,14 (0,17) €	/ message
From information system to mobile phone	0,26 (0,32) €	/ message
Location data info	0,08 (0,10) €	/ location information

Billing charges

Billing service charge*	15% of Service income excluding VAT	/ month
Billing service monthly charge*	60,00 (73,20) €	/ month
Billing title specific monthly charge*	5,00 (6,10) €	Billing title / month
Copy of Billing report*	30,00 (36,60) €	report

* Requires that the Billing service has been connected.

Prices announced between the parentheses include value added taxes (22%). Sonera reserves the right to change the charges.



WAP INTERFACE

Connection and changing charges

Connection charge for Billing service	250,00 (305,00) €	
Interface specific connection charge. Includes connecting the Service Provider's Service to Sonera's End User Billing service and Settlement of receivables systems, and a maximum of 15 billing titles to be opened at the same time of connection.		
End User Mobile phone number transmission	250,00 (305,00) €	Connection
The transmission of the End user's mobile phone number from the WAP –gateway to a defined IP-address.		
Connecting charge of location data info	60,00 (73,20) €	Service connected
The customer has to notify Sonera of the Service, which utilizes position data (the whole URL is needed) in Appendix of the agreement.		
Requires, that the Billing service has been connected.		
Changing charge	60,00 (73,20) €	Changing order
Changes in the Service Provider's Service and/or pricing information. WAP billing title connection charge for billing titles are added after the initiation of End User Billing. The changing charge is also collected if more than 15 billing titles are opened at the time of Billing service connection.		
Changes in address, contact and billing contact information are free of charge.		

Monthly charges

End User mobile phone number transmission	84,00 (102,48) €	/ Month
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Traffic charges

End Users are charged for using their WAP-connection according to Sonera's valid mobile subscription price list.

Location data info	0,08 (0,10) €	/ Location information
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Billing service charges

The Billing service charge is determined by the total tax exclusive income collected from End Users.

Billing service charge*	20% of Service income excluding VAT	/ month
Billing service monthly charge*	60,00 (73,20) €	/ month
Billing title specific monthly charge*	5,00 (6,10) €	Billing title / month
Copy of billing report*	30,00 (36,60) €	Report

* Requires that the Billing Service has been connected.

Prices announced between the parentheses include value added taxes (22%). Sonera reserves the right to change the charges.



APPLICATIONS' DELIVERY INTERFACE

Connection and changing charges

Connection charge of Billing service	250,00 (305,00) €	
Interface specific connection charge. The connection charge covers connecting the Service Provider to the End User Billing service and settlement if receivables system, and a maximum of 5 billing titles to be opened at the same time of connection. The connection charge covers opening the connection between Service Provider's and Sonera's systems.		
Connection charge of Visibility	150,00 (183,99) €	
Includes visibility of the Service provided by the Service Provider on Sonera's mobile menu.		
Changing charge	60,00 (73,20) €	Changing order
Amendments that are mentioned in this agreement are changing of the Service-specific information, increasing the amount of Service Provider's Services and similar actions.		
Changes in address, contact and billing contact information are free of charge.		

Monthly charges

Monthly charge	0,00 (0,00) €	
Services provided by the Service Provider can be found in Sonera's mobile menu.		

Traffic charges

End Users are charged for using their WAP-connection according to Sonera's valid mobile subscription price list.

Billing service charges

Billing Service charge	20 % of Service income excluding tax	
Billing service monthly charge	60,00 (73,20) €	/ month
Billing title specific monthly charge	5,00 (6,10) €	Billing title/ month
Copy of billing report	30,00 (36,60) €	report

3.1 MESSAGING INTERFACE SERVICE DESCRIPTION

1 Text- and multimedia messaging with the Messaging interface

TeliaSonera Finland Oyj's (hereafter Sonera) Service Provision Solution's Messaging interface is a service, which enables sending and receiving text- and multimedia messages between mobile devices and companies' information systems. With the Messaging interface a company (hereafter Service Provider) can offer diverse chargeable mobile services (hereafter Service) to Sonera's mobile subscribers (hereafter End User). Chargeable Services are made possible by connecting the Billing service to the Messaging interface. The Billing service includes receivables settlement to the Service Provider.

Examples of Services implemented with Messaging interface:

- Premium rate text- and multimedia messages
- Mobile device personification: ring tones, wallpapers, screensavers, logos
- Entertainment: horoscopes, jokes, chats, adult entertainment
- Informative Services: schedules, maps, event calendars, catalogues, databanks
- Informative Services based on fast changing events: news, financial information, stock quotes, sports results
- Marketing (Direct Marketing requires End Users' written consent)
- Transactional Services: customer service-, ordering-, billing, and service channel
- End User location based Services

2 Messaging interface architecture

The Messaging interface consists of Content Gateway server software with all its features, connection to Sonera's messaging network, Billing service, one or more short dial numbers (hereafter Shortnumber), and Service Provider administered applications.

Content Gateway

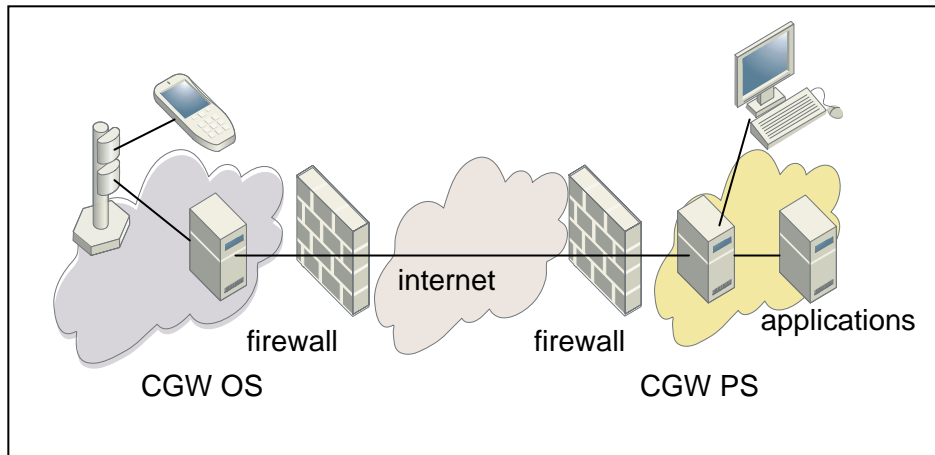
The Service Provider connects to Sonera's messaging network with Content Gateway server software (hereafter CGW). CGW along with installation- and other manuals along with other guidelines are available from Sonera's web site.

CGW includes tools for the Messaging interface's services and features: text- and mobile multimedia messaging, different service types and billing features, the Location info service and CGW monitoring service.

CGW consists of two servers, the CGW Operator Server (hereafter CGW-OS) managed by Sonera and the CGW Provider Server (hereafter CGW-PS) managed by the Service Provider. Data security between CGW-OS and CGW-PS is based on DES-encryption. SSL-encryption is possible if needed.

Messages sent by End Users are routed by CGW to Service Providers' applications and vice versa. Messages sent from Sonera's network are routed according to shortnumber and a possible keyword from CGW-OS to the Service Provider's CGW-PS's fixed public IP-address, which has been given by the Service Provider.

Messages sent from the Service Provider's information system to End Users must include as the sender number a shortnumber, which belongs to the Service Provider.



Picture 1. Messaging interface architecture.

Service implementation and maintenance

The Service Provider is responsible for the development, functioning, maintenance of the applications and their connection to CGW along with the application's user rights. In the implementation of all Services, Service Providers must adhere to CGW's interface guidelines and other guidelines provided by Sonera (e.g. Content Gateway Guide for Service Development, Implementation and Billing guide).

Services are administered with Remote Control web user-interface (hereafter RC), where also End User prices may be set, if the Billing service has been connected to the Messaging interface.

The testing of Services can be started right after CGW has been installed. In order to get connected to Sonera's messaging network, the Service Provider needs to sign the Service Provision Solution agreement and its appendix 1.1 Messaging interface contact and service information.

Both mobile originated and mobile terminated messages are invoiced from the Service Provider according to the valid price list.

Service Provider operational preconditions

The Service Provider needs to have a server that supports TCP/IP –protocol. CGW's required elements are installed in this server. The Service Provider is responsible of the installation and management of his own system. The hardware and software requirements are described in more detail in the CGW manual.

The Service Provision Solution's Messaging interface requires a fixed public IP-address through an Internet- or Sonera DataNet –connection. The IP-address has to belong to the Service Provider. The data connection is not included in the Service Provision Solution service.

More information on the preconditions and requirements can be found in the Sonera Service Provision Solution Agreement Terms.

Short number

Service Provider's short number is visible address to End User. The short numbers are administered by the Finnish Communications Regulatory Authority (FICORA www.ficora.fi).

Shortnumber applications may be filed directly to FICORA or Sonera can apply for them on behalf of the Service Provider. Shortnumbers granted by FICORA are reserved for use in all common mobile networks in Finland. When applying for and using a shortnumber all regulations and decrees about shortnumbers and Service content have to be adhered to.

FICORA charges the Service Provider for the right to use shortnumbers according to its own price list.

3 Billing service

3.1. Billing the End User

When the Billing service has been connected, Sonera will bill the End User based on service events, which are priced by the Service Provider. Receivables settlement is done according to agreement terms and the effective price list. The Billing service is agreed to with the Service Provision Solutions agreement appendix 1.1 Messaging interface contact and service information.

The Billing service includes 3 alternatives for End User billing:

- MO –message (Mobile Originated –message) based billing: End Users are billed for messages sent from their mobile terminals to the Service Provider. All successful service events are billed according to the price that has been set with RC by the Service Provider. If the Service Provider ends the service event as unsuccessful because of for example an incorrectly typed keyword, the End User is not billed for the event. Service Provider’s possibilities to control End User billing are described in the technical manuals. MO–message based billing requires the “receive only” service type in CGW.
- MT –message (Mobile Terminated –message) based billing: When a service event is terminated it is billed according to the price that has been set with RC, or the Service Provider may lower the price during the service event. Returning a lower price in the MT –message service price message field, may lower the price that has been set for the Service with RC. The service price in the MT –message is a code that corresponds to the VAT exclusive End User price. MT-message based billing requires “query/reply” service type.
- Push-billing: The End User is billed for receiving MT –messages. A push-service is a continuous MT –messaging Service that an End User can order by sending an MO –message. After each order, Sonera will send to the End User an SMS containing: the name of the Service, the maximum price of the Service and instructions on how to close the Service. After the initial order, the Service Provider can send billable MT –messages until the End User closes the Service. The End User is billed according to the service price set with RC, unless the Service Provider includes a lower price in the MT –message. Push-billing requires the “push” service type. (The maximum price for a push-service is 2,00 euros including VAT.)

Setting the service price

The Service Provider sets a base price to all Services, requiring billing, with RC. The service prices are set Service-by-Service excluding VAT. The End User price may be set between 0,00 – 2,00 euros including VAT (there are restrictions related to processing VAT).

With MT- and push-billing the Service Provider may lower the price of the Service with each MT –message. The lowered price is set with a price code, which corresponds to the VAT exclusive End User price.

The instructions for setting and changing End User prices are in the Content Gateway Implementation and Billing guidelines.

Services with price notification

Services with End User prices between 2,01 – 20,00 euros are connected in Sonera's customer services, where a service id –specific price notification service is added. Sonera adheres to the price notification limits that are set by Teleforum ry for the value added telecommunications industry.

Value added tax

End User prices of Services are handled without VAT. Sonera will add as a default 22 % of VAT to the Service price. Other value added tax rates are connected in Sonera's customer services Service-by-Service.

Services free of charge to End Users

If the Service Provider does not wish to charge End Users for his Services, The Service Provider can offer the services free of charge

1. by using the short dial number beginning 18- (freephone services). According to Ficora's regulation, Short numbers beginning with 18- are reserved for Services that are free of charge to End Users. End User Billing is not allowed in these shortnumbers.
2. by setting the End User price of the Service to 0,00€ at any short dial number that Service Provider holds.
3. by using no Billing Service: Messaging interface can be connected without the Billing service. When the Messaging interface does not have the Billing service, no receivables settlement is included.

The messages that are sent to the Service Provider's short number(s) are free of charge to End Users and Sonera charges them from the Service Provider according to the valid Service Provision Solution price list.

Following guidelines and regulations

When using the Billing service, all guidelines given by Sonera must be adhered to (e.g. Content Gateway Guide for Service Development, Content Gateway Implementation and Billing Guidelines). Sonera strongly recommends that all Services with billing be tested before their launch.

4 Push-service

A push-service is a continuous MT –messaging Service that an End User can order by sending an MO –message. The End User is billed for receiving MT –messages or for the time period e.g. by sending one message with Billing information on the time period. If the Billing is based on the time period, Sonera's customer service has to be informed.

Push-services with End User prices between 2,01 – 20,00 € are connected in Sonera's customer services. The Service Provider is obligated to inform Sonera's customer service of readjustments of the End User price.

The Service Provider is obligated to include the name of the Service Provider and/or the Service Provider's www address in each text message that is sent to the End User. There is a limit of 30 push-messages per day per End User.

The End User can terminate the subscription at any time if he wishes to do so. The Service Provider is obligated to offer the End User the possibility of terminating the subscription using the same channel that was used for the order.

The Service Provider is obligated to discontinue sending push messages to the End User when the End User terminates the subscription. When the Service is disconnected, the Service Provider shall erase all information concerning the End User. In accordance with the Content Gateway interface definitions, the Service Provider shall also inform Sonera immediately about the End User that has terminated the subscription.

The Service Provider is obligated to inform the End User about total expenses resulting from a subscription to the Service in all materials concerning the Service. These total expenses include the price per message and the number of messages during a certain time period. If the Service Provider wishes to change the price of the Service during the agreement period, he is obligated to inform all End Users that are subscribers to the Service of the change.

5 Location data info

By means of the Location data info -feature of the Messaging interface, the Service Provider can implement Services utilizing the End User's location data. When the Service Provider has connected the location data info, the End User's coordinate data according to the WGS84 system, an estimate of the accuracy of the location data, the postal code, and municipality information are provided to the Service Provider. The information is transmitted, when the End User starts a Service utilizing location data from the Service Provider's shortnumber.

The End User's mobile phone number is not transmitted to the Service Provider. Only location data of subscriptions connected to Sonera's mobile network can be provided. The location data is based on the location of the cell coverage area of the mobile network base station used by the mobile phone. The accuracy of the positioning depends on the density of the base station network and on the size of the cell coverage area. In areas where there is a dense base station network the positioning accuracy may vary between a range of 200-2 000 meters. In the areas where base stations are further apart, the accuracy is considerably lower. On account of the position technology used, the transmitted location data does not always correspond to the End User's geographical location.

In the marketing of Services using the Location data info, or when the End User is in other ways informed of Location data info based Services, the Service Provider is obligated to adhere to the special terms of the Location data info feature. The Special Terms and Conditions of the Location data info -feature is appendix 4. of this agreement.

6 Multimedia messaging

The size of messages sent through the Messaging interface is limited to 100 kilobytes. In MT -messages that are sent to End Users, the End User mobile phone number is required in the international format (+358401234567).

Sonera is entitled, if necessary, to adapt the contents transmitted via the Messaging interface to the extent required by efficient transmission of the contents. Content adaptation is a feature of Sonera's messaging network's multimedia messaging center and it improves the ability to deliver multimedia messages to receiving terminals. The feature takes into account the terminals ability to handle multimedia messages and adapts the content to an acceptable format for the terminal, if needed. The adaptation is done mainly by decreasing the size of the message or the picture content of the message in a way that maintains as high

a quality as the terminal is capable of handling. If necessary, parts of the message will be removed completely in cases where the terminal does not support the file type used. Content adaptation effects only MT –messages and it is possible to prevent it by following the technical guidelines and manuals.

Multimedia messages, whose recipient does not possess Sonera's MMS-service, are stored in Sonera's Viestikeskus –service (Message storage service). End Users are informed with an SMS of all messages transferred to Sonera's Viestikeskus.

The Services of the Service Provider are available outside of Sonera's network in those mobile networks, which have made a roaming agreement with Sonera.

7 Monitoring service

CGW includes the optional monitoring service. Monitoring service monitors the technical connection between CGW OS and PS. It notifies the findings by Provider Server by email to Service Provider.

Service Provider can turn on the monitoring service by using CGW Remote Control web – user interface, where the email-address for monitoring reports is given.

The monitoring is based on the fault and failure reports cumulated from CGW and messaging environment. No real text- or mobile multimedia messages are used while monitoring the Services.



APPENDIX 4 Special Terms and Conditions of the 'Location Data Info' Feature 01022004

SPECIAL TERMS AND CONDITIONS OF THE 'LOCATION DATA INFO' FEATURE

User of the above in connection with the use of the Service.

1. Scope of application

These special terms and conditions shall apply to the 'location data info' feature connected to the Sonera Service Provision Solution's Text message interface and/or WAP-interface, provided to a Service Provider by TeliaSonera Finland Oyj or its Group company (hereinafter Sonera).

2. Definitions

In these agreement terms and in the contractual relationship to which these agreement terms refer, the following terms have the meaning defined below unless otherwise agreed by the parties or unless another meaning appears from the context:

"Location data info feature" refers to the provision of Location Data to the Service Provider as described in the interface specification provided by Sonera to the Service Provider, to be utilized in the Service as part of the Service Provision solution.

"Location Data" refers to the information on the location of the End User's subscription in the mobile network area. Location Data has been described in greater detail in the service description appended to the agreement.

"End User", "Service", and "Service Provision Solution" have the meaning defined in the Agreement Terms for Sonera Service Provision Solution.

3. Accuracy of Location Data

On account of the positioning technology used, the Location Data does not necessarily correspond to the actual geographical location of the End User's subscription. The accuracy of the location data varies to a great extent, depending, for example, on the cell size in the mobile network.

4. Right to use the Location Data, and duty to disclose

The Service Provider has the right to use the Location Data only directly for providing the Service. The Service Provider is not entitled to store or register individual pieces of Location Data. The Service Provider is responsible for seeing to it that the End User has given his consent to the utilization of the Location Data.

When marketing the Service or otherwise providing information on the Service, the Service Provider shall always disclose clearly and in an easily comprehensible manner that the use of the Service requires positioning of the End User's subscription, and that by using the Service, the End User is considered to approve the use of Location Data for providing the Service. In addition, the Service Provider shall, as far as possible, inform the End

In addition to the above, if the Service is a WAP service, the Service Provider shall clearly request the End User's consent to the utilization of positioning in the Service before the Service is used.

If the Service Provider defaults on all or some of its obligations defined in this Section 4, Sonera has the right to receive contractual penalty regardless of whether the default has caused any damage to Sonera. The amount of the contractual penalty shall be forty thousand euros (EUR 40,000) per each default. In addition, the Service Provider shall compensate Sonera for any damage caused by its failure to meet the obligations under this section, including any legal expenses in so far as they exceed the amount of contractual penalty. On account of the Service Provider's default, Sonera is entitled to immediately prevent the provision of the Service to End Users.

5. Availability of the Service and Location Data

In addition to what is stated about the availability of the Service in the Agreement Terms for Sonera Service Provision Solution, Sonera has the right to immediately prevent the provision of the Service to End Users or the provision of Location Data to the Service Provider, if the Service, or the disclosure of Location Data for the provision of the Service, is considered to be contrary to laws, regulations, or instructions or orders issued by the authorities, or if Sonera receives a request to this effect from the authorities. Sonera is not obliged to compensate for any damages, income loss, costs or other inconvenience caused by the prevention of the provision of the Service or Location Data.

6. Amendments to the special terms and conditions

Sonera has the right to amend these special terms and conditions. If the amendments are based on legislation or on the regulations or recommendations issued by the authorities, Sonera has the right to amend the special terms and conditions by informing the Service Provider of them fourteen (14) days prior to their entry into effect. Otherwise Sonera shall inform the Service Provider of amendments at least one month prior to their entry into force. Sonera shall inform the Service Provider of the amendments through customer bulletins or otherwise in writing. If the special terms and conditions are amended to the detriment of the Service Provider, the Service Provider has the right to terminate the agreement so that the termination goes into effect on the date that the amendments enter into force.

AGREEMENT TERMS OF SONERA SERVICE PROVISION SOLUTION

1 SCOPE OF APPLICATION

These terms shall apply to the Service Provision Solution, as defined below, provided to the Service Provider by TeliaSonera Finland Oyj or its Group company (hereafter Sonera).

2 DEFINITIONS

In these agreement terms and in the contractual relationship to which these agreement terms refer, the following terms have the meaning defined below unless otherwise agreed by the parties or unless another meaning appears from the context:

“End User” refers to the customer of Sonera or the customer of Sonera’s agreement party who uses the Service.

“Service” refers to the service provided by the Service Provider to the End User by means of the Service Provision Solution utilizing technology (e.g. SMS, WAP, MMS and/or other technologies) approved by Sonera.

“Invoicing period” refers herein to the invoicing period applied by Sonera to the End User. The invoicing period is, for example, the invoicing period of a mobile phone subscription.

“Service Provision Solution” refers to a solution which is produced, owned and/or licensed by Sonera, and which utilizes e.g. the Internet, SMS, WAP, MMS and/or other technologies, and through which the Service Provider can offer the Service to End Users.

An End User can use the Service with devices suitable for the Service Provision Solution.

The Service Provision Solution can include, for example, the following separately agreed upon components:

- An SMS or MMS connection used through service numbers managed by the authorities
- End User Billing service defined in service description
- Service Provider’s visibility in Sonera’s marketing channels (e.g. on Sonera’s web pages agreed upon separately and/or in Sonera’s WAP menu).

If the Service Provider and Sonera agree on the Billing service, End User identification and billing for Service usage take place on the basis of an identifier managed by Sonera, for example a mobile subscription number.

3 SONERA’S RIGHTS AND RESPONSIBILITIES

3.1 Technical implementation

Sonera has the right to produce the Service Provision Solution defined in the agreement, as it deems best, and to use subcontractors for the production of the Service Provision Solution.

Sonera is entitled to make alterations affecting the technology and use of the Service Provision Solution. If these alterations require changes in the Service Provider’s equipment, software or Service, the Service Provider shall effect these changes at its own expense. Sonera aims to inform the Service Provider of any planned alterations in the Service Provision Solution that will affect the Service Provider a reasonable time in advance. Sonera is entitled, if necessary, to adapt the contents of the Service to the extent required to ensure efficient transmission of the contents.

Sonera is not obliged to make any alterations requested by the Service Provider. However, if Sonera agrees to make an alteration requested by the Service Provider, Sonera will invoice the Service Provider for a cost-based charge.

3.2 Marketing

Sonera shall market the Service Provision Solution, as it deems best. Sonera is entitled to use the Service Provider’s commercial and product names or trademarks in marketing related to the Service Provision Solution. The Service Provider has the right to forbid the use of a business or product name or trademark. The prohibition is valid only if the Service Provider has notified Sonera in writing.

Sonera has the right to advertise the Service Provider and the Service for example in customer magazines, customer bulletins, and on Sonera’s or a third party’s web site. Other marketing shall be agreed upon in a separate agreement.

3.3 Product support

At the Service Provider’s request, Sonera shall deliver the technical documentation of the Service Provision Solution to the Service Provider for the implementation of the Service. The documentation shall describe the access interface between Sonera’s system and the Service Provider’s system. The Service Provider shall, in all its operations, comply with the valid technical documentation and other instructions issued by Sonera.

3.4 Availability of the Service, interference and disturbance

Sonera has the right to disconnect the Service Provider from the Service Provision Solution in accordance with Section 11.2 of Sonera’s General Delivery Terms (Sonera’s General Delivery Terms for Business Customers Concerning Services).

Sonera is entitled to invoice the Service Provider for any costs and reasonable expenses caused by fault and error detecting and correction attributable to the Service Provider’s equipment, telecommunications connection or software, causing interference or disturbance or to any other fault in the Service.

Sonera enables Sonera’s own End Users to use the Service according to this agreement. Sonera is also



entitled, but not obliged, to enable the End Users of Sonera's cooperation partners to use the Service according to this agreement.

Sonera has the right to prevent the provision of a certain Service to End Users on a well-grounded reasons such as: the Service in its contents and operations is contrary to the valid laws, decrees or regulations or recommendations issued by the authorities, good practice, or instructions issued by Sonera.

Sonera is not obliged to compensate for the damage, loss of income, expenses or other inconvenience caused to the Service Provider by the prevention of the Service provisioning.

Sonera shall not be liable for any damage regardless of its form and/or amount caused to the Service Provider and/or the End User due to interruptions in the Service provisioning.

4 SERVICE PROVIDER'S RIGHTS AND RESPONSIBILITIES

4.1 Technical and commercial prerequisites

The Service Provider shall be financially sound and have sufficient technical and financial prerequisites for the provision, maintenance and development of the Service.

The Service Provider is responsible for the operation of the Service. The Service Provider shall connect the Service to the Service Provision Solution according to this agreement, Sonera's interface specification, and other instructions given by Sonera. The Service Provider is responsible, at its own expense, for the telecommunications connections between the Service Provision Solution and its own application, for protecting the telecommunications connections, and for adapting applications to each other.

4.2 Contents

The Service Provider is alone responsible for the contents and features of the Service. The Service Provider shall have the rights, licenses and consents required to provide, present, maintain and offer the contents and features of the Service including to the public according to this agreement, including any necessary licenses to use the contents or features of a Service protected by copyright or other intellectual property rights.

If claims are presented against Sonera on the basis of the contents or features of the Service, the Service Provider undertakes to compensate Sonera for all damage and costs caused by such claims and/or responding to them, including legal expenses. Sonera shall inform the Service Provider of any claims referred to in this paragraph in writing a reasonable time after having been notified of them.

The Service shall be professionally provided and reliable.

The Service Provider shall submit a detailed written description of the Service to Sonera before the Service is connected to the Service Provision Solution.

The Service Provider has the right to further develop and change the contents of the Service it provides. Any substantial changes in the Service and/or the contents of the Service shall always be agreed upon separately with Sonera.

In compliance with the valid legislation, the Service Provider undertakes to acquire the End Users' consent before direct marketing is targeted at the End Users through the Service.

4.3 Delivery terms for End Users

The Service Provider shall be responsible for the Service delivery terms for End Users and for seeing to it that these terms of the Service Provider are binding on the End User. The Service Provider shall, in an appropriate manner, see to it that the End User understands that the Service is produced, delivered and provided by the Service Provider, not Sonera.

4.4 Disclosing the End User pricing and tax rate

The Service Provider is obliged to inform Sonera of the End User price of the Service and of the value added tax rate of the Service.

The Service Provider shall inform Sonera without delay of any changes in the Service Provider's liability to pay value-added tax and in the value added tax rate of its service.

4.5 Sales and marketing

The use of Sonera's commercial name, product names or trademarks in connection with the Service and in the Service Provider's marketing shall be agreed upon separately with Sonera in writing before they are used. Sonera has the right to refuse its consent to the use of its commercial name, product names or trademarks.

In its marketing, the Service Provider shall provide information on those matters having an effect on the use of mobile telephone services based on it of which Sonera has informed the Service Provider.

4.6 Compliance with regulations

All of the Service Provider's operations relating to this agreement must comply with valid laws, decrees and regulations issued by the authorities, such as the valid rules and regulations concerning End Users' personal and identification data, and with good practice and industry guidelines and practices.

4.7 Corporate subscriber

If the Service Provider is a corporate subscriber as referred to in the Act of the Protection of Privacy in

Electronic Communications, Sonera provides the Service Provider with this service and the data and/or messages processed in the service or part of the service in the capacity of a corporate subscriber's subcontractor.

The Service Provider is responsible for seeing to it that the Service Provider has all the rights and consents needed to process the data (including identification data and personal data) and/or messages, irrespective of whether the data and/or messages are processed by the Service Provider itself and/or by Sonera at the customer's assignment.

With regard to the personal data processed, the customer acts as a controller referred to in the Personal Data Act and authorizes Sonera to process the personal data in the Service Provider's operations in the capacity of the Service Provider's subcontractor, unless the data are such with respect to which Sonera acts a controller based on the customer relationship.

5 PRICING, INVOICING AND SETTLEMENT OF RECEIVABLES

5.1 End User pricing

The Service Provider shall determine the End User price and pricing of the Service, taking into account the nature of the Service Provider's Service and the requirements based on the legislation or the regulations or instructions issued by the authorities, and the instructions given by Sonera on the pricing of the Service. The Service Provider is solely liable for the **correctness** of the End User pricing.

If the Service utilizes Sonera's marketing channels, the End User price shall be agreed upon with Sonera.

The Service Provider is obliged to inform End Users of the price of the Service according to the legislation, the regulations or instructions issued by the authorities, the practices followed in the industry, and Sonera's instructions.

5.2 Charges to be collected from the Service Provider

Sonera shall invoice the Service Provider immediately upon the conclusion of the agreement for the connection charge of the Service Provision Solution and for other non-recurring establishment charges under the agreement as well as for any security set by Sonera and for any other charges agreed upon.

Sonera is entitled to charge the Service Provider for the costs caused by examining such a complaint against the Service that is attributable to the Service Provider.

Sonera has the right to refund charges caused by the Service to the End User. Sonera is entitled to collect from the Service Provider the refund Sonera has paid to the End User on the basis of the End User's complaint against the Service to the extent that the refund is based on the Service Provider's actions contrary to this

agreement, or the fact that the End User has not received the invoiced service, and up to an amount corresponding to the End User price of the Service at which the complaint is directed. Sonera provides the Service Provider with a report on the refunds, as referred to in this section, attributable to the Service Provider's actions, if separately agreed upon.

Sonera has the right to deduct Sonera's receivables from the settlement of the Service Provider receivables for the Service Provision Solution.

5.3 End User billing

The Service Provision Solution includes End User invoicing, monitoring of receivables, and settlement of Service Provider receivables, if the parties have so agreed.

Sonera invoices the End Users for the charges based on the use of the Service on Sonera's mobile telephone invoice or another invoice as agreed with the End User according to a separate agreement. These charges shall be invoiced on behalf of the Service Provider. Sonera shall decide on the End User invoicing schedules, due dates, interests for delay, and collection procedures.

If the End User's failure to meet his liability to pay is directed to a Service provided by the Service Provider, Sonera has the right to prevent the End User from using the Service.

If the End User, after collection measures that are reasonable in view of the amount and nature of the charges, does not pay the costs caused by the use of the Service, Sonera has the right to recover an amount already paid to the Service Provider or deduct the outstanding amount from the Service Provider receivables to be settled. If Sonera collects charges that an End User has not paid from the Service Provider or deducts the outstanding amount from the Service Provider receivables, Sonera shall provide the Service Provider with any necessary information to allow the charge to be collected from the End User. Sonera is entitled to add a collection charge according to Sonera's price-list to the amount to be recovered from the Service Provider or to deduct it from the Service Provider receivables.

5.4 Reporting and settlement of Service Provider receivables

If Billing service has been agreed upon, Sonera shall provide the Service Provider monthly with a written report disclosing the amount of Service usage, the total return from the Service, the traffic and service charges, and other charges under the agreement. The reports shall not contain the End User's customer or identification data. Any other reporting shall be agreed upon separately.

Sonera shall settle the proceeds from the Service that are based on the End User invoicing for the previous invoicing period with the Service Provider, net of the

charges under this agreement and the valid price-list and any other Sonera's receivables from the Service Provider. If Sonera's receivables exceed the proceeds from the Service, Sonera shall invoice the Service Provider for the remainder.

If the amount of the Service Provider receivables or the total of the invoice is less than 50 euros, the settlement of receivables or invoicing shall be carried over to the settlement of receivables or invoicing for the next calendar month.

Sonera shall not pay any interest to the Service Provider for the period during which the Service Provider's receivables settled by End Users are in Sonera's possession.

If the Service is provided to the End User free of charge, Sonera shall invoice the Service Provider for the charges under the agreement per invoicing period on a separate invoice.

6 CUSTOMER SERVICE

Sonera may advise End Users in issues related to basic knowledge of the Service Provider's Services or forward feedback given by End Users to the Service Provider. If not otherwise agreed between the parties, Sonera advises End Users to contact the Service Provider's customer service in questions or complaints related to the Service.

The Service Provider is obliged to inform Sonera immediately of any interruptions in the Service, and of any problems in billing, and to participate actively in problem solving.

7 COMPENSATION FOR DAMAGE AND LIMITATION OF LIABILITY

Sonera's liability to the Service Provider for damage within the scope of this Agreement is limited in accordance with valid Sonera's General Delivery Terms

for Business Customers Concerning Services. However, Sonera's liability shall not exceed 8 500 euros per incident or series of related incidents.

8 IMMATERIAL PROPERTY RIGHTS

Any and all intellectual and industrial property rights, including but not limited to patents, trademarks, trade names, design rights, and copyright, owned by Sonera shall remain the exclusive property of Sonera. This Agreement shall not create to Service Provider any license or other rights, whether express or implied, to the Sonera's intellectual or industrial property.

Sonera's total liability for intellectual property rights shall be limited specified in Sonera Delivery Term's Business Customers Concerning Services chapter 6.

9 AMENDMENTS OF AGREEMENT TERMS

Sonera has the right to amend these agreement terms. The Service Provider shall be notified of the new agreement terms through customer bulletins or otherwise in writing, not later than one month prior to their coming into effect. If the agreement terms are amended to the detriment of the Service Provider, the Service Provider has the right to terminate the agreement within one month of the notification, without regard to the period of notice.

Other than above-mentioned changes in the service or its components Sonera shall inform the Service Provider in the way it seems best.

Notices sent by Sonera shall be deemed received by seven days after they were sent. Notices sent by e-mail or fax shall be deemed received on the weekday following their transmission.



SONERA'S GENERAL DELIVERY TERMS FOR BUSINESS CUSTOMERS CONCERNING SERVICES

1 Scope of application

- 1.1 **Application of delivery terms.** These delivery terms shall apply to services delivered to a customer by Sonera Corporation or its subsidiary (hereinafter "Sonera"). The services may include subscriber connections, leased lines, and other services provided by Sonera.

These delivery terms shall be applied unless otherwise agreed upon in writing between the customer and Sonera.

These terms shall not be applied to a consumer customer acquiring services for a purpose other than his business activities.

- 1.2 **Terms and conditions for sale and maintenance of equipment.** Sonera shall deliver the equipment sold to the customer according to Sonera's General Delivery Terms Concerning Equipment valid from time to time. The equipment maintenance services provided by Sonera shall be subject to Sonera's General Terms and Conditions for Equipment Maintenance valid from time to time.
- 1.3 **Equipment rental terms.** In addition to these terms, the delivery of service-related equipment rented to the customer or delivered to premises designated by the customer shall be subject to Sonera's Terms and Conditions for Equipment Rental valid at the time.

2 Conclusion and assignment of agreement

- 2.1 **Conclusion of agreement.** The parties shall enter into a written agreement concerning the service. The agreement shall enter into force when the parties have signed it or when Sonera has accepted the customer's order and the customer has provided Sonera with an advance payment or security possibly required under Section 10.3.
- 2.2 **Assignment of agreement.** Neither party has the right to assign the agreement to a third party without the prior written consent of the other party.

Sonera shall, however, have the right, without the consent of the customer, to assign either all or part of the agreement to a third party to which the business referred to in the agreement is transferred. Sonera shall inform the customer of the assignment in advance. In addition, Sonera has the right to transfer its receivables based on this agreement to a third party. After a notice concerning the transfer of receivables, payments shall be valid only when made to the transferee.

3 Delivery of service

- 3.1 **Time of delivery.** Sonera shall deliver the service at the time agreed upon or, if the time of delivery has not been specifically agreed upon, within a reasonable time from the signing of the agreement.
- 3.2 **Acceptance of delivery.** The customer shall inspect the service and any service-related equipment delivered or rented to him immediately upon delivery. A delivery shall be considered accepted if the customer does not make a written complaint about the defects observed within two (2) weeks of the delivery. Regardless of a complaint, a delivery shall be deemed accepted if the service does not contain any defects as defined in Section 5.1. The customer shall be liable for the costs of the inspection and any tests not included in the service.
- 3.3 **Customer's obligation to cooperate.** The customer shall allow Sonera access to any necessary equipment rooms, and, to the best of his ability, also contribute in other ways to the delivery of the service. The customer shall provide Sonera, in good time, with sufficient and correct technical information and other information necessary for the provision of the services, and inform Sonera in good time of any changes in the information provided and of other matters relevant to the provision of the service. The customer shall be responsible for the information, instructions and orders provided by him to Sonera and for the suitability of the services provided according to them for their use.
- 3.4 **Delays due to customer.** Sonera is entitled to collect any charges related to the service even for a period of non-delivery attributable to the customer. When necessary, Sonera shall store service-related equipment at the customer's expense and risk for a reasonable time. If the service is delivered after the time agreed upon for a reason attributable to the customer, Sonera is entitled to select a suitable time for the delivery.

4 Provision and use of service

- 4.1 **Provision of service and alterations.** Sonera has the right to provide the service defined in the agreement as it deems best and to use subcontractors to provide the service. Sonera is entitled to make alterations affecting the technology and use of the service. If these alterations require changes in the customer's equipment or software, the customer shall effect these changes at his own expense. Sonera aims at informing of any alterations in the service that will affect the customer a reasonable time in advance.

A charge fixed by Sonera shall be collected for changes made in the contents of the service at the customer's request.

- 4.2 **Contents of service and service-specific terms and conditions.** The contents of the service and the service-specific terms and conditions shall be determined according to the service agreement and the appendices thereto. Information appearing in brochures and other marketing material shall not be considered to define the service, nor shall it be binding on Sonera.

- 4.3 **Licence to use software and documents.** Sonera shall grant the customer a licence to use the object code versions of software and documents delivered by Sonera to the customer under the agreement and the material and information provided for testing the service. The licence gives the customer the right to use the software and documents and the test material and information only according to the instructions given by Sonera and only for purposes directly connected with the use of the service or its testing. The title and all intellectual property rights to the software, documents, the test material and information, and any revised versions thereof shall belong to Sonera or a third party (such as Sonera's principal or subcontractor). The customer is not entitled, without the prior written consent of Sonera, to copy, translate or modify the material, documents or software, or to place them at a third party's disposal unless otherwise provided by mandatory legislative provisions.

Upon the expiration of the licence, the customer shall, at his own expense, either return or, at Sonera's request, destroy the originals and copies and the data media and documentation that are in his possession.

- 4.4 **Customer's equipment and software.** The customer shall acquire any equipment, telecommunications connections and software not included in the service as defined in the service specification or the agreement, and ensure that they are in working order. It is also the customer's responsibility that the said equipment and software are approved and do not disturb or interfere with Sonera's operations or the traffic in the telecommunications network. Any equipment or software causing interference shall be immediately disconnected from the service.

- 4.5 **Material delivered through service.** The customer shall be responsible for any material sent through the service to other users or to servers belonging to Sonera or any third parties. In particular, the customer shall be responsible for the fact that the material sent by him or through his service does not cause interference in the telecommunications network, infringe the copyright of third parties, or violate good practice, legislative provisions or regulations issued by the authorities. If Sonera, the authorities or a third party can show that such material has been delivered through the customer's service to other users or to servers belonging to Sonera or a third party, Sonera has the right to remove the said infringing material or to prevent its use without hearing the customer.

As Sonera does not monitor or control the material sent to or received from third parties by the use of the service, Sonera shall not be responsible for the availability of such material and information or for their illegal or infringing contents. Nor shall Sonera be responsible for any damage whatsoever caused by the delay, distortion or disappearance of material transmitted by the use of the service.

5 Defect in service; maintenance of service, and correction of defects.

- 5.1 **Defect in service.** A service is considered defective if it essentially differs from the features specified in the service agreement, and if this difference essentially complicates the use of the service.
- 5.2 **Maintenance of service and correction of defects.** Sonera shall maintain the service in working order in compliance with the agreement,

and correct any defects in the service between 8 am and 4 pm on weekdays (Saturdays excluded), as soon as possible. At other times, defects may be corrected if separately agreed upon, and the customer shall be charged for the work according to the tariff.

Sonera has the right to interrupt providing the service temporarily if this is necessary for purposes of construction and maintenance work. Sonera shall aim at keeping the said interruption short and at causing as little inconvenience to the customer as possible. Sonera shall inform the customer of any interruptions to the extent possible.

- 5.3 **Restrictions on maintenance.** Maintenance shall not cover the correction of defects caused by a reason beyond Sonera's control or by a reason attributable to the customer, such as:
- 5.3.1 improper use of the service, or carelessness or neglect in following the instructions on the use or maintenance of the service or in meeting the environmental requirements of the service, or
 - 5.3.2 equipment, telecommunications connections, software or specifications not falling within the scope of the service, or an alteration, correction or connection made by another party than Sonera, or accessories used by such other party.
- 5.4 **Correction of defect.** Sonera's liability for a defect in the service provided is limited to correcting the defective service or to renewing the provision of the defective service.

6 Infringement of intellectual property rights

- 6.1 **Sonera's responsibility for intellectual property rights.** Sonera is responsible for the fact that the services it provides do not infringe any intellectual property rights valid in Finland at the time the agreement is concluded.
- 6.2 **Defending of rights.** If a suit is brought or claims are presented against the customer on the grounds that the use of a service provided by Sonera in Finland infringes a protected intellectual property right, Sonera shall attend to the defence of the customer as it deems best and pay any compensations ordered payable by the customer. A prerequisite of Sonera's responsibility is that the customer informs Sonera of such claims in writing immediately upon having learned about them and simultaneously authorizes Sonera to attend to the customer's interests as well as provides Sonera with any information and assistance necessary for handling the matter.
- 6.3 **Remedying proven infringement.** If the infringement of an intellectual property right referred to in Section 6.2 becomes legally valid or Sonera considers the infringement probable, Sonera shall, at its own discretion and at its own expense, acquire the right to continue the use of the service in question or a part of it, replace the service with another corresponding product the use of which does not infringe the said rights, or alter the said service so that infringement no longer occurs. In this case, Sonera also has the right to stop providing the service without a period of notice. Sonera's liability with respect to infringement of immaterial rights is limited to the actions stated in this Chapter 6.
- 6.4 **Liability limitation.** Sonera shall not be responsible to the customer for infringements of intellectual property rights occurring because the service has been changed or used for a purpose for which it was not designed or approved, or because the service is used with a product or service provided by another supplier or by the customer or contrary to Sonera's instructions.

7 Identification data

- 7.1 **Customer's identification data.** Having heard the customer, Sonera has the right to select for the customer the user IDs, numbers, addresses, and other identifiers belonging to the service (hereinafter "Identification Data"). They shall remain Sonera's property, and the customer shall have no rights to them whatsoever after the expiry or termination of the agreement, unless otherwise agreed upon in writing.
- 7.2 **Changing Identification Data at customer's request.** The Identification Data can be changed against payment at the customer's request.
- 7.3 **Sonera's right to change Identification Data.** Sonera has the right to change the Identification Data if
- 7.3.1 so required by regulations issued by the authorities, or for reasons related to the structure of the telecommunications network, or for

service-related or other technical reasons. Sonera shall inform the customer of such a change at least two (2) months before the change take effect; or if

- 7.3.2 Sonera has justifiable cause to believe that the change is necessary to ensure the data security of the customer or the service. Sonera shall notify the customer of any changes made for security reasons as soon as reasonably possible.
- 7.4 **Giving Identification Data to third party.** Sonera has the right to give the Identification Data to a third party if the service has been closed for six (6) months for a reason other than the customer's request.

8 Customer data and their use

- 8.1 **Providing information.** Before the service is opened, the customer shall give Sonera any information that is necessary for the service and that is requested by Sonera (hereinafter "Customer Data") and check that the information registered is correct. The customer shall inform Sonera without delay of any changes in his Customer Data. The customer is responsible for the fact that the users of the service designated by the customer are aware that the Customer Data related to them has been provided to Sonera.
- 8.2 **Directories and directory enquiries service.** Sonera has the right to make a list of the Customer and Identification Data necessary for identifying the customers and the users of the service, and to publish them in a written or electronic directory. The information can also be used in a national and international directory enquiries service. Information given by the customer shall be published according to the terms and tariffs concerning directories. The customer has the right to forbid the publication of information related to him in a directory or the use thereof in a directory enquiries service.
- 8.3 **Errors in directory.** Sonera shall not compensate any damage caused by errors in information published in a directory free of charge. If negligence on the part of Sonera has resulted in an error in information published in a directory against payment, Sonera shall, according to its preference, either correct the error and inform of the said correction or compensate any reasonable costs incurred by the customer from correcting the error and informing thereof, however, up to an amount equal to the price paid for publishing the information in the directory. Sonera's liability for errors in a directory is limited to what is stated in this section.
- 8.4 **Release of Customer and Identification Data.** Sonera has the right to release Customer and Identification Data within the limits of the valid legislation.

9 Compensation for Costs and Damage

- 9.1 **Damage caused by Sonera's negligence.** Sonera shall compensate the customer for direct damage shown by the customer to have been caused by Sonera's negligence. Sonera's liability shall, however, be limited each month to the amount corresponding to the monthly invoicing related to the part of the service that has been subject to Sonera's negligence, calculated as the average of the monthly invoicing during the six months preceding the damage. If the agreement has been valid for less than six months prior to the damage, the maximum amount of the compensation is calculated according to the average of the monthly invoicing during the validity of the agreement.

However, if Sonera, under the agreement or otherwise, is liable to pay the customer contractual liquidated damages, indemnification or a similar standard compensation for a breach of the agreement, Sonera's liability for damages shall be limited to the amount of such standard compensation.

- 9.2 **Limitations in liability for damages.** Sonera shall not be liable for indirect damage or for damage that Sonera could not reasonably have anticipated. Nor shall Sonera compensate any damage caused by reasons for which the customer or a third party is liable (such as damage caused by the operations of the customer, a service user, another telecommunications company or service provider, or by equipment, telecommunications connections or software for which they are responsible), nor for damage caused by a reason beyond Sonera's control (such as damage caused by voltage disturbances, thunder, electrical network, fire, water damage or similar accidents). Sonera shall not be liable for problems resulting from the exercise of the rights contained in this agreement, such as problems due to temporary service interruptions referred to in Section 5.2.

Sonera's total liability shall be limited to compensation for damage specified in this Chapter 9.

- 9.3 **Claims for damages.** A claim for damages shall be submitted to Sonera within one month from the date on which the defect on which the claim is based was detected or should have been detected, or on which the delivery took place.
- 9.4 **Defects in equipment in customer's possession.** If the customer, contrary to Section 4.4, connects defective equipment or interfering devices, specifications or software to the service, or if a defect reported by the customer has its origin in equipment, telecommunications connections, specifications or software in the customer's possession, the customer shall compensate Sonera for any damage and costs caused by tracing the defects.

10 Payments and invoicing

- 10.1 **Charges for service.** The customer shall pay Sonera for the service and the use thereof pursuant to the tariff or the agreement according to invoicing periods defined by Sonera. Sonera may also invoice the customer for the charges of other telecommunications companies and service providers used through Sonera's service if this has been agreed upon with the said telecommunications company or service provider.

- 10.2 **Maturity of invoices.** Payments shall be settled no later than on the due date indicated in the invoice. If the customer exceeds the credit limit agreed upon, or if the total of charges accumulated during an invoicing period is exceptionally high, Sonera may invoice the customer irrespective of the normal invoicing schedule.

For overdue payments, Sonera has the right to charge, in addition to collection costs and handling fees, annual interest for delay of 16%, or higher annual interest for delay provided by the Interest Act, starting from the due date of the invoice.

If the customer, despite a payment reminder and closing of the service, has not paid the overdue invoices, any other outstanding receivables related to the service that have not yet become due shall also fall due for immediate payment.

- 10.3 **Advance payment or security.** Sonera has the right to check the customer's credit information. Sonera is also entitled to require an advance payment or a security from the customer if Sonera considers this necessary to secure its receivables on the basis of the customer's credit information, payment behaviour or any other justifiable reason. Sonera shall not pay interest on advance payments or securities. Sonera has the right to collect its due receivables, including interest for delay and collection costs, from the security or advance payment.
- 10.4 **Liability for use of service.** The customer shall be responsible for paying the charges for the service to Sonera even if a third party has used the service unless the customer can prove that the use of the service has been unauthorized and that the unauthorized use has been rendered possible by Sonera's negligence.

If the customer's mobile connection unlawfully comes into a third party's possession, the customer shall inform Sonera's customer service thereof without delay. Having received the said notification, Sonera has the right to close the mobile connection immediately.

- 10.5 **Complaints about invoices.** Any complaints about an invoice shall be made in writing prior to the due date. Notwithstanding the complaint, the customer shall pay the portion of the invoice not in dispute by the due date. If an examination proves that the complaint is groundless, the customer shall pay the invoice with interest for delay within two weeks of receipt of a communication on the outcome of the examination.
- 10.6 **Basic charge.** Sonera has the right to collect a fixed time-based basic charge separately for each subscriber connection or part of a service according to the tariff or the agreement, starting from the delivery thereof. The basic charges shall be collected per invoicing periods in advance. The basic charge shall also be paid for periods when the service is closed. If the agreement relating to the service terminates in the middle of an invoicing period, the basic charge shall be collected for the entire invoicing period, and the basic charge is not refundable.
- 10.7 **Itemization of invoice.** At the customer's request, Sonera shall provide the customer with an itemization of the contents of an invoice to

the extent technically and legally possible. Sonera is entitled to collect a separate charge for such itemization according to the tariff.

- 10.8 **Changes in tariff.** Sonera has the right to change its tariffs and the charges invoiced for the use of the service. The customer shall be informed of increases in prices at least fourteen (14) days before the changes enter into force through a customer magazine, bulletin or other written communication sent to the most recent invoicing address given by the customer. The customer has the right to terminate the agreement with immediate effect upon the entry into force of the raised prices.

11 Closing of service

- 11.1 **Customer's right to request closing of service.** At the customer's request, Sonera shall close the service for a specified period or until further notice. A charge according to the tariff shall be collected for closing and reopening the service.
- 11.2 **Sonera's right to close service.** Sonera has the right to close all services of the customer if:

- the customer, despite a reminder, has failed to pay the overdue receivable of Sonera or another telecommunications company within two weeks of the sending of a reminder,
- the customer exceeds the credit limit granted by Sonera,
- the customer does not provide the advance payment or security referred to in Section 10.3 within one week from Sonera's request,
- liquidation or bankruptcy proceedings have been instituted against the customer, or the customer has applied for a public summons for his creditors or has otherwise been declared insolvent,
- the customer has caused interference either to the telecommunications network or traffic or to other users, or if the customer, despite a reminder continues to use defective equipment or software,
- unwanted material referred to in Section 4.5 (including so-called SPAM mass deliveries) has been supplied by the customer or through the customer's service to other users of the service or to Sonera's or a third party's servers, or if the customer has used the service contrary to the instructions on good practice followed in marketing,
- the customer, despite a reminder, does not comply with his obligations under the agreement or is essentially in breach of his contractual obligations,
- the customer has ceased to exist according to a trade register entry or a similar registry entry, or if
- the customer cannot be reached in order to settle a matter related to this agreement.

If the customer files a written complaint with Sonera about an invoice and pays the portion of the invoice that is not in dispute, Sonera shall not close the service because of non-payment of the part in dispute while the complaint is being examined.

Sonera has, moreover, the right to close the service immediately if the service has been opened on the basis of erroneous information, or if the service has been opened by a third party authorized by Sonera and if Sonera, under Section 10.3, has the right to require an advance payment or security from the customer, but no such advance payment or security has been provided to Sonera.

- 11.3 **Barring of use.** If the customer's failure to meet his liability to pay relates to a service other than a telecommunications service, Sonera has the right to bar the use of the said service.

At the customer's or service user's request, Sonera shall, free of charge, prevent the use of the service for other than a telecommunications service, if technically feasible. If the said barring of use is cancelled at the customer's or service user's request, Sonera has the right to collect a charge according to the tariff for the measures taken.

12 Termination of agreement

- 12.1 **Agreements valid until further notice.** An agreement that is valid until further notice can be terminated with a two (2) month notice.
- 12.2 **Customer's right to cancel agreement.** The customer has the right to cancel the agreement if the service differs essentially from what has been agreed upon, and if Sonera does not correct the defect or renew the delivery within a reasonable time of the customer's written complaint, or if the delivery of the service is unreasonably delayed due to Sonera's negligence. The customer's right to cancel the agreement applies only to the defective or delayed part of the service.
- 12.3 **Sonera's right to cancel agreement.** Sonera may cancel all or part of the service agreement if:
- the service has been closed at the customer's request for over a year,

-the service has been closed for a reason referred to in Section 11.2 for one month, or if
 -the customer has essentially breached his contractual obligations and has not remedied his breach within fourteen (14) days from Sonera's written request.

- 12.4 **Notices of cancellation and termination.** Notices on cancellation and termination shall be given in writing.
- 12.5 **Ceasing to provide service.** Sonera has the right to cease to provide the service or its feature for a justifiable reason. In this case, Sonera has the right to terminate the agreement as regards the parts related to the service or feature concerned by notifying the customer thereof in reasonably good time in advance.

13 Fixed network connections

In addition, the following shall be applied to fixed network connections:

- 13.1 The telecommunications connection is owned by Sonera.
- 13.2 Terminal equipment and an inhouse cabling network are not included in the connection.
- 13.3 The customer shall be responsible for the fact that an inhouse network portion, which shall comply with the technical regulations valid from time to time and be appropriately documented, is available on the premises for the connection.
- 13.4 The customer shall be responsible for the supply of electricity required by the connection.
- 13.5 The customer shall compensate any extra costs caused by the building or the transfer of the connection to another address.
- 13.6 If necessary, the customer shall, at his own expense, obtain any licences for Sonera required for building the connection.

14 Mobile services

In addition, the following shall be applied to mobile services:

- 14.1 Sonera has the right to decide on the territorial coverage of its mobile networks. For reasons of radio technology, Sonera does not guarantee that the service will function everywhere within the coverage area of the service. Sonera shall not be liable for any restrictions in the use of the service abroad.
- 14.2 Sonera shall own the SIM card required for the use of a GSM connection. The customer shall be responsible for any costs caused by repair, renewal or replacement of the SIM card.
- 14.3 When the customer uses his mobile connection abroad, he shall comply with the legislation of the country of use and the instructions and regulations issued by the service provider.
- 14.4 When the customer uses his mobile connection abroad, his data protection shall be subject to the legislation of the country of use and to the practice of the network operator.

15 Other terms and conditions

- 15.1 **Confidentiality.** The customer undertakes to keep all confidential material and information received from Sonera strictly confidential. Sonera retains all rights to the material and information supplied, and without a separate written agreement the customer has no right whatsoever to utilize them otherwise than directly in connection with operations under the agreement. Upon the termination of the agreement, the customer shall return all information and material received from Sonera and destroy all material and copies in his possession.
- The customer is responsible for the fact that all of his employees and any subcontractors used by him agree to the aforementioned confidentiality provisions.
- This confidentiality clause shall survive the termination of the agreement.
- 15.2 **Settlement of disputes and applicable law.** This agreement shall be governed by and construed in accordance with the laws of Finland. Any disputes arising out of or in connection with this agreement shall be settled, according to the plaintiff's preference, at Helsinki District Court or at the court of first instance of the defendant's domicile.

15.3 **Order of priority.** In the event of discrepancy between the signed agreement document and its appendices, the agreement document shall prevail over its appendices, which then have priority in the order they are numbered.

15.4 **Notices.** The customer shall send any notices related to this agreement in writing to Sonera's address, fax number or e-mail address as indicated in the agreement or communicated later on.

Sonera shall send written notices related to this agreement to the invoicing address most recently provided by the customer, or to the fax number or e-mail address the customer has given to Sonera. Notices sent by Sonera through mail shall be deemed received by the customer seven days after they were sent. Notices sent by e-mail or fax shall be deemed received on the weekday following their transmission.

15.5 **Force majeure.** A party to this agreement shall be released from his obligations and liability to pay damages if the breach of agreement or failure to comply therewith is due to force majeure. An event of force majeure shall be considered to be constituted by an unusual event which affects the matter, takes place after the signing of the agreement, and which the party to the agreement had no reason to take into account when the agreement was concluded, and which is beyond the parties' control, or the consequences of which cannot reasonably be avoided or overcome. Such an event can be, for example, a war, mutiny, exchange restrictions, legislative provisions or regulations issued by the authorities, refusal of an export licence, requisition or confiscation, embargo on imports or exports, natural catastrophe, discontinuation of public transportation, telecommunications or supply of energy, shortage of means of transportation, general shortage of goods, restrictions on driving power, labour conflict, fire, defects or delays related to telecommunications connections or equipment acquired from or in the possession of a third party, cable damage caused by a third party, or another unusual event with similar effects and beyond the parties' control, as well as defects or delays in deliveries by subcontractors caused by any of the aforementioned reasons.

If the fulfilment of a contractual obligation is delayed for any of the reasons mentioned in the preceding paragraph, the duration of the period for the fulfilment of the contractual obligation shall be extended for as long as is deemed reasonable in view of all the circumstances relevant to the case.

16 Validity of delivery terms

- 16.1 **Entry into force of delivery terms.** These delivery terms shall enter into force on 1 February 1999 and they shall remain in force until further notice. These terms shall replace:
 -Sonera Ltd's General Delivery Terms for Business Customers, valid as of 1 January 1998,
 -Sonera Ltd's General Delivery Terms for Business Customers Concerning Data and Media Services, valid as of 1 January 1998, as regards the terms concerning services (part A),
 -Sonera Ltd's General Delivery Terms for Business Customers Concerning Telecommunications Connections, valid as of 1 January 1998,
 -Sonera Ltd's General Conditions of Contract for Mobile Connections, valid as of 1 January 1998, except as regards consumer customers, and
 -Sonera Ltd's General Conditions of Contract for Value-Added Services, valid as of 1 September 1996, except as regards consumer customers.

These terms shall also apply to agreements concluded before these terms entered into force.

- 16.2 **Provision of delivery terms.** Sonera shall provide these delivery terms to the customer free of charge at the customer's request.
- 16.3 **Amendments to delivery terms.** Sonera may amend these delivery terms. The customer shall be informed of the new delivery terms at least one month prior to their entry into force through customer bulletins or otherwise in writing. If the terms have been amended to the customer's detriment, the customer has the right to terminate the agreement without a period of notice within one month of the notification.