

General terms and conditions for operator products

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1 Terminology

Equipment room

Refers to communication network equipment rooms intended for housing equipment, alongside cable channels and aerial locations.

Equipment

Refers to telecommunication terminals and other devices connected to the communication network.

End user

Refers to a natural or legal person who has concluded a contract with an operator, and who uses network or communication services provided by the operator for purposes other than telecommunications services.

Operator

Refers to a telecommunication operator, as defined in the Communication Market Act that is purchasing operator products from DNA.

Contract

Refers to a contract between DNA and an Operator, to which these General Terms and Conditions apply.

Telecommunication terminal

Refers to a telecommunication terminal, as determined by the Act on Radio Frequencies and Telecommunications Equipment, that is connected to a public communication network and that meets the requirements of this Act and the regulations based on the Act.

Operator product

Refers to a network service, communication service, equipment, and, as agreed, other similar products and services related to electronic communication that has been productized by DNA and is available for Operators to purchase.

2 Scope of application

These General Terms and Conditions will apply where DNA Ltd (business ID 0592509-6, hereinafter referred to as DNA) enters into a Contract with an Operator concerning the provision of Operator products.

3 Telecommunication terminals and other equipment's

Telecommunication terminals used in the public communication network must be approved, functional and compliant with regulations.

The Operator is responsible for ensuring that the Operator's and the end-user's telecommunication terminals and other equipment connected to the communication network are continuously functional.

The telecommunication terminals, software, connections, subscriptions, or other equipment or components of the Operator or end user must not disrupt the communication, data traffic or the activities, communications networks or equipment of DNA or a third party. The Operator must immediately disconnect from the communication network any telecommunication terminals, software, connections, subscriptions or other equipment that are inoperative or are causing such a disruption. Otherwise, DNA will have the right to disconnect from the communication network the telecommunication terminals, software, connections, subscriptions, and other equipment or components causing disruptions. In such cases, DNA will charge the Operator in accordance with DNA's valid price list for measures performed.

The Operator accepts liability for all damages caused by the telecommunication terminals, software, connections, subscriptions, or other equipment and similar components owned or used by the Operator or unapproved or inoperative ones used by the end user, and for costs incurred from locating the fault. Upon request, the operator must inform DNA of which telecommunication terminals, software, connections, subscriptions, or other equipment and similar components are connected to DNA's network or service, or installed in the equipment room.

4 Contract on operator products

DNA and the Operator enter into an Operator Product Contract.

This Contract enters into force once DNA has accepted the Operator's order. Alternatively, the Contract can be drafted in writing, in which event it enters into force once both parties have signed it. As a precondition for the conclusion of the Contract, DNA is entitled to require an advance payment or security, as specified in section 8.4. In this event, the Contract will enter into force once the advance payment or security has been remitted.

DNA is entitled to refuse to enter into a Contract or deliver an Operator Product, if:

- The operator can be proven to have intentionally caused a severe technical disruption of the communication network or users thereof within the past 12 months.
- The Operator Product has not been created, or an available Operator Product, such as a connection, equipment room or required connection capacity, does not exist.
- The Operator Product is required for DNA's own, current or reasonable future needs.
- The Operator fails to remit the required advance payment or security.
- The Operator has outstanding payments to DNA or another telecommunication operator, or the Operator has been declared bankrupt, placed into liquidation, debt restructuring, or corporate reorganization, or the Operator is otherwise unable to pay.
- Rental of the Operator Product would result in data protection or security being compromised, or would be technically inconvenient or otherwise unreasonable from DNA's perspective.
- Under Finnish legislation, DNA is not obliged to rent out Operator Products.

5 Delivery of operator products

5.1 Measures prior to delivery

As a prerequisite for timely delivery, the Operator is responsible for the following:

- Planning and documentation of its communication networks and services.
- The acquisition, functionality and compliance of network services, communication services, equipment, software and other products and services not included in the Operator Product.
- The operator will provide DNA with the necessary and correct information required for the delivery of the Operator Product. Such information can entail, for instance, the blueprints of the premises in the delivery address, information on other network services, communication services, equipment and software used by the Operator, and information concerning the volume of incoming and outgoing communication traffic via the Operator Product, and any peak periods. The operator will notify DNA of any changes concerning this information well in advance of the commencement of delivery.
- The delivery address provided by the Operator offers a technical and operative environment sufficient for the use of the Operator Product.
- The operator provides DNA and its subcontractors with free access to the delivery address for delivery and its preparation, and, if necessary, makes available a person who can answer any questions that may arise during delivery or its preparation.

5.2 Availability query

Availability query refers to an Operator query regarding the availability of an Operator Product for the end user or at a specified address. Availability queries must be submitted in accordance with the practice separately announced by DNA. Upon request, the information relevant to the Operator Product's functionality, including technical implementation and lengths, must be included in the reply. DNA is entitled to charge for replies in accordance with its valid price.

5.3 Time and place of delivery

Operator Product delivery times are determined in the Contract or the order confirmation. DNA will attempt to deliver the Operator Product no later than on the agreed day of delivery or, if no such date has been agreed, by the end of the agreed delivery period. Unless otherwise agreed regarding the delivery time, DNA will attempt to deliver the Operator Product within a reasonable period from the time of the Contract's entry into force.

The delivery site of DNA Operator Products is located at the end of DNA's communication network, such as a house MDF, or a similar facility, unless otherwise agreed.

5.4 Acceptance of delivery

The Operator must check the Operator Product without delay following the delivery. The operator is responsible for any costs incurred from checking the Operator Product and from commissioning tests. The

delivery will be regarded as having taken place in an approved manner when one of the following is implemented:

- The functionality of the Operator Product has been ascertained in a commissioning test agreed by the Operator and DNA.
- The Operator has not submitted a written claim regarding the delivery, without delay and no more than within 8 days from the date of delivery.
- The Operator or end user has implemented the Operator Product.

5.5 The operator's obligation to co-operate

To the best of its ability, the Operator must contribute to the delivery of the Operator Product and to correcting faults and the maintenance and servicing of the network service and communication service. The operator must inform DNA in advance of any changes in the information it has provided or which is in any other aspects necessary for the delivery of the Operator Product, or for the maintenance, servicing and repair of faults in the network service or communication service.

5.6 Operator's delay

If the Operator Product could not be delivered for a reason due to the Operator or end user, the Operator will not be relieved of paying fees charged for the Operator Product and which DNA is entitled to collect for the period in question. If delivery of the Operator Product is delayed for a reason due to the Operator or end user, beyond the original delivery time, DNA has the right to select a suitable delivery time. The Operator is responsible for delays caused by end users in relation to DNA.

6 Provision of operator products

DNA has the exclusive right to decide on the Operator Product provision method. DNA is entitled to acquire and sell Operator Products in cooperation with service providers, operators, suppliers, agents or other third parties. DNA may use subcontractors for Operator Product provision.

The Operator will not be granted exclusive rights to the DNA network or Operator Products by means of a Contract.

DNA is entitled to change the provision method of Operator Products if so required by a competent authority, or if a competent authority has accepted a change due to technological developments or technical network optimization, or if the original provision method of the Operator Product can no longer reasonably be considered possible. If the abovementioned changes in the Operator Products require changes within the Operator's own communication services or those used by the Operator, and not provided by DNA, the Operator will manage such changes at its own expense. Unless otherwise dictated by binding legal provisions, DNA is entitled to discontinue supply of Operator Products. DNA will attempt to provide advance notification of any major changes in, or discontinuation of, Operator Products, within a reasonable time.

7 Interruption and maintenance

7.1 Interruptions

DNA is entitled to temporarily interrupt the provision of an Operator Product, or restrict said provision:

- if necessary due to the construction or maintenance of the network,
- when essential in order to secure communication traffic required for maintaining general order and safety,
- in order to prevent disruptions caused by the telecommunication terminals, software, connections, subscriptions, or other equipment or similar components of the Operator's end user, or by communication with DNA equipment, communication network functionality, network users, or communication within the network,
- whenever necessary due to prearranged maintenance and servicing operations, or
- on the basis of a decision taken by the authorities.

7.2 Maintenance, servicing and fault repair

Apart from the abovementioned temporary interruptions, and the maintenance and service operations mentioned below in Section 7.3, DNA will keep the Operator Product provided for the Operator in good working order and, if necessary, will service the Operator Product on weekdays, excluding Saturdays, between 8.00 a.m. and 4.00 p.m. Unless otherwise agreed, DNA is not responsible for the maintenance or servicing of equipment or software.

DNA will only repair faults in the Operator Product on weekdays, excluding Saturdays, between 8.00 a.m. and 4.00 p.m. Maintenance, servicing and fault repair carried out at other times can be agreed separately in the Contract.

If the Operator Product does not meet the agreed technical specifications, or the Operator Product does not meet the agreed quality standards or some other fault appears in the Operator Product, the operator must notify DNA thereof without delay. The operator must also provide DNA with the relevant information on its fault report reception service.

Error reports must be submitted to DNA by fax, letter, e-mail, or some other means determined by DNA. DNA will commence Operator Product repair within the response times agreed in the Contract. Response time countdown commences upon the reception of a written fault notification at the DNA control room. DNA's liability for Operator Product faults is restricted to the repair of a faulty Operator Product for which DNA is responsible, or the re-delivery of a faulty Operator Product.

Maintenance, servicing and fault repair do not cover the repair of a fault occurring for a reason beyond DNA's control or for which the Operator is responsible. Repairs of such faults can be agreed separately. In such cases, fees in compliance with DNA's valid price list will be charged for repair work. If it is discovered that the fault is located in a section for which the operator or end-user is responsible, the Operator is liable for all costs incurred from locating the fault.

Once the fault is repaired, the operator must verify the functionality of the Operator Product and inform DNA immediately, but not later than within eight (8) days, of any deficiencies.

7.3 Prearranged maintenance and servicing

DNA will perform prearranged network service and communication service maintenance and servicing for which it is responsible during agreed maintenance breaks. DNA will inform the point in time for maintenance breaks separately.

The parties must inform each other of any extensive work to be performed during the maintenance break at least three (3) weeks prior to the maintenance break in question, and regarding smaller-scale work, no later than on the Monday of the week preceding the maintenance break. The Operator must submit written confirmation to DNA of any work to be performed during the maintenance break, no later than on the Thursday of the week preceding the maintenance break. With regard to this, the parties may also agree on chargeable work, charged in compliance with DNA's valid price list. For work to be performed in the communication network, a schedule will be prepared through cooperation between the parties, in order to ensure that the minimum possible inconvenience is caused to the operations of the communication network.

DNA will attempt to inform the interested parties of any network modification work or other maintenance performed outside the agreed maintenance break times.

7.4 Other interruptions

DNA is entitled to partially or entirely suspend provision of the Operator Product for the following reasons:

- The Contract has been cancelled due to its termination or dissolution.
- The Operator has been declared bankrupt, placed into liquidation, debt restructuring, or corporate reorganization or the Operator is otherwise unable to pay.
- Despite a demand for payment, fees based on the Contract remain outstanding.
- The required advance payment or security remains unpaid.
- The Operator, Operator's subcontractor or end-user has been proven to cause disruption to the communication network or other users thereof, including activities contrary to good practice or legislation.
- Use of the Operator Product jeopardizes data protection or security or the functionality of the network.
- The Operator fails to otherwise comply with its contractual obligations.

Suspension does not remove DNA's right to, for instance, cancel the Contract or undertake other measures.

8 Payments

8.1 Fees

The Operator is responsible for paying the fees in compliance with the price list or Contract and in accordance with the invoicing periods determined by DNA. These prices are exclusive of taxes, and taxes and other fees imposed by authorities will be added to the invoice as valid at the time of invoicing. DNA may also invoice the Operator for fees due to other operators used via the network service and communication service, if so agreed with the operator in question. Fees based on the Contract and price list must be paid, even if provision of the Operator Product has been suspended, unless otherwise agreed.

8.2 Invoicing period

The invoicing period for Operator Products is one month, unless otherwise agreed. The invoicing procedure used by DNA is called ETUPV, which means that invoicing is daily and undertaken in advance, starting at the time the service is activated and ending one month after the date of the notice of termination.

If an exceptionally high amount of payments is incurred for a certain invoicing period, DNA can send the Operator an invoice outside the normal invoicing period. For clarity's sake, it is hereby stated that DNA is not obliged to do this.

8.3 Maturity of payment and consequences of delays

The term of payment is 14 days net, unless otherwise specified on the invoice.

DNA is entitled to collect interest on delayed payments in accordance with the Finnish Interest Act valid from time to time, as well as a processing fee based on the payment request issued for the delayed payment and potential collection fees and legal expenses.

If the Operator fails to pay outstanding invoices despite demands for payment, all other, unexpired payments for the Operator Product will fall due immediately. In the case of a disputed invoice, any undisputed part of the invoice must be paid by the due date.

8.4 Advance payment or security

DNA is entitled to examine the operator's credit information and to demand an advance payment or other security from the operator should it consider this necessary in view of the Operator's credit information, credit history or for another justified reason, in order to secure its receivables. DNA does not pay any interest on advance payments or securities. DNA is entitled to deduct penalty interest, collection fees and legal expenses with respect to any expired payments, from the security or advance payment.

8.5 Invoice reminders

The Operator must submit any remarks on invoices and payments in writing by the due date. The Operator must pay all undisputed parts of invoices by the due date, regardless of the complaint.

If the complaint is unfounded, the operator must pay the invoice with penalty interest within two (2) weeks of being notified of the result of the examination of complaint.

8.6 Invoice itemization

Payments are itemized by fee and Operator Product type on the invoice. More specific itemizations of usage fees must be ordered no later than within two (2) months of the invoice date. For such specific itemization's, DNA has the right to charge a fee in accordance with its price list.

8.7 Changes to fees

DNA is entitled to make changes to its fees. The Operator will be informed of changes in fees in writing one (1) month prior to their taking effect, however so that price reductions can be implemented without complying with the aforementioned time limit. The Operator has the right to terminate the Contract pertaining to the Operator Product to which the price change applies at the time the higher prices become effective.

If the changes are due to legislation, decrees, an official decision or some other, similar reason, e.g. taxes or other fees under public law, or if the payment/price structures change for other, similar reasons affecting pricing, DNA has the right to amend fees correspondingly. Similarly, if the fees of another provider of a product forming part of the DNA Operator Product change, DNA is entitled to amend the fee paid by the Operator so that it corresponds to the amended price charged from DNA. Such payment changes will be announced on the invoice or another bulletin, and will take immediate effect. In this event, and due to the reasons mentioned, the Operator will not be entitled to terminate the Contract.

8.8 Notifications

DNA will send invoices and notifications to the Operator's last known address. The Operator must inform DNA of its up-to-date contact information.

All notification to DNA must be sent to the address indicated in the product descriptions or invoice or, in the event it has not been provided, to the postal address of DNA headquarters.

9 Liability for damages

DNA is only liable for direct damage to the Operator, caused by negligent actions for which DNA is responsible. Even in such cases, the limitations mentioned below concerning amounts of compensation will apply. DNA's liability is restricted to the repair of a faulty Operator Product, or the re-delivery of a defectively delivered Operator Product.

If any deficiencies caused by DNA's negligence appear with regard to the delivery of the DNA Operator Product, and these cause direct damage to the Operator's end-user, DNA will compensate the Operator for the amount of money the Operator has been forced, under mandatory provision included in the Communications Market Act, to pay to the end-user, but not exceeding the amount the Operator would have been forced to pay under mandatory legislation. Moreover, the compensation paid to the end-user must be based on a justified and proven claim submitted by the end-user. The aforementioned procedure of compensation for damage will be initiated by a claim filed by the end-customer with the Operator. The Operator will forward the end-user's claim to DNA. The Operator and DNA will jointly examine the justifiability of the claim. The liability determined in this section constitutes DNA's liability in full in the event that damage has been caused to the Operator's end-user.

The maximum amount of compensation for damage paid by DNA is EUR 2,000 (VAT 0%) per occurrence of loss and all damage it entails, however a maximum of EUR 10,000 (VAT 0%) per calendar year, unless otherwise stipulated by legal provisions.

Under no circumstances will DNA compensate for indirect damage such as undeceived income or profit, or the delay or loss of a message.

10 Validity and termination of the contract

10.1 Contract period and termination

The Contract will remain in force until further notice, with a one (1) month period of notice unless otherwise agreed. The period of notice for an individual order is one (1) month. The termination notice must be delivered in writing.

10.2 Dissolution

The contracting parties are entitled to dissolve the Contract with immediate effect by notifying the other party thereof in writing, if:

- The other party has violated the Contract, and has failed to rectify the breach within one week of being notified thereof by the other party.
- The other party has applied for placement under liquidation, debt restructuring, reorganization or bankruptcy, or is placed under liquidation, debt restructuring, and reorganization or declared bankrupt.
- The other party is insolvent or found to be insolvent, or enters into negotiations with its creditors as a result of the insolvency, with the purpose of achieving an agreement with them.
- After presentation of a demand for payment, the operator has failed to pay undisputed outstanding payments for a period of one month.

10.3 Measures caused by termination

When the Contract ends, unless otherwise agreed the parties must mutually return any plans, documents, drawings, manuals or other materials furnished by the other party, or delete these from their equipment and system, within one (1) month.

The parties must return property placed on premises in their possession, or leased from the other party, within one (1) month of the termination of Contract. Said return of property will be carried out in cooperation, to ensure that the minimum inconvenience is caused.

Termination of the Contract does not release the parties from their obligation to perform their responsibilities in full. With respect to these, responsibilities, obligations and procedures are the same as during the actual contract period.

11 Other terms and conditions

11.1 Force Majeure

If, due to force majeure, compliance with these general terms of delivery or the terms of related contracts is prevented or delayed, the contracting party will be exempt from meeting its contractual obligations for the duration of said force majeure. Circumstances deemed force majeure include those independent of the parties, which the party in question cannot reasonably have taken into account when concluding the Contract, and whose effects it could not have prevented or overcome, such as war, requisition, confiscation required in the general public interest, an import or export prohibition, a labor conflict, natural phenomena such as a thunderstorm, storm, fire, cable damage or equivalent damage caused by a third party, flood and water damage, excess voltage from the electricity network, or an interruption in the distribution of energy or some other essential, primary material. The other contracting party will be informed of the impediment, its assumed duration and resolution without delay. Deviations pertaining to deliveries by other operators will be considered equivalent to force majeure.

11.2 Confidentiality and security

In addition to legal obligations of secrecy, the parties agree to keep confidential the other party's business and professional secrets (in oral, written, electronic or other form) disclosed during negotiations and in connection with Operator Product delivery, to avoid the disclosure of confidential information to a third party, and to use confidential information solely for purposes in compliance with the Contract. Unless valid legal provisions state otherwise, the confidentiality obligation will remain valid for five (5) years from the disclosure or gaining of information. The termination of these general terms or related contracts will have no impact on the confidentiality obligation.

This confidentiality obligation does not apply to information whose disclosure the other party has authorized through written advance permission, or to information that

- Is public at the time of disclosure or will become public later through some means other than via a party obligated to maintain secrecy.
- Can be proven to have been known to the party obligated to maintain secrecy, prior to said information's disclosure.
- Is separately gained from a third party without a confidentiality obligation, and with respect to which the third party in question has not, directly or indirectly, acquired the information from one of the contracting parties.
- Is created by a person who can be proven not to have utilized confidential information pertaining to the communication service produced.

Information gained by combining or selecting pieces of information from various sources is not covered by the abovementioned exceptions, if the combined information does not meet the prerequisites for constituting an exception. A party is entitled to disclose information to the authorities in cases where such information will be so disclosed by law. If possible, the other party will be informed in advance of the disclosure of information.

The parties will ensure sufficient data security on their own behalf and must, if necessary, be prepared to implement mutually agreed measures to enhance information security.

11.3 Immaterial rights

This Contract does not transfer, surrender, or otherwise grant usage rights to DNA's intellectual property rights or other rights such as logos, trademarks, patents, copyrights, or brand names.

11.4 Assignment of the Contract

Neither contracting party has the right to assign the Contract to a third party without written consent given in advance by the other contracting party. However, DNA is entitled, without the Operator's consent, to assign the Contract, or the rights and obligations gained on its basis, in full or partially, to a company belonging to the same Group as DNA.

Furthermore, DNA is entitled, without the Operator's consent, to assign the Contract, in full or partially, to a third party in connection with transfer of business. DNA has the right to assign its receivables based on the Contract to a third party. Following notification of the transfer of such receivables, payments will only be legitimate if effected to the transferee.

11.5 Applicable law

Finnish legislation will apply to this Contract.

11.6 Settlement of disputes

Disputes concerning these general delivery terms or the related contracts will, in the first instance, be resolved through negotiations between the parties. Should the negotiations fail, the contracting parties have the right to refer the dispute to a court of arbitration. Disputes are resolved definitively through arbitration proceedings carried out by a single arbitrator in Helsinki, in compliance with the rules of the Arbitration Institute of the Central Chamber of Commerce.

11.7 Order of priority for interpretation of documents

Should these general terms of delivery and the related contracts be mutually contradictory, the following order of priority with respect to interpretation will apply:

- 1 The Contract and any related contract and documents.
- 2 DNA's valid price lists.
- 3 These General Terms and Conditions.

8. Validity and amendment of general terms and conditions

These General Terms and Conditions will become effective on 1 April 2011 and remain so until further notice. They replace the previous General Terms and Conditions for Operator Products (The General delivery terms for operators on communication services produced). These terms will also be applied to contracts signed prior to the entry into force of these general delivery terms.



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DNA may amend these General Terms and Conditions. The operator will be notified of the new delivery terms through bulletins, on the DNA website, or otherwise in writing no later than one month prior to their entry into effect.