

1. General

In these general terms and conditions, "Anvia" shall mean Anvia Oyj or any company belonging to the Anvia Group and the term "Customer" shall mean any company or association with whom Anvia has entered into an Agreement concerning Anvia's Products and/or Services.

These terms and conditions shall apply to all Agreements concerning Products and/or Services between Anvia and the Customer, unless otherwise agreed in writing between the parties. These terms and conditions shall not be applied to agreements with Anvia's consumer customers.

In case the Agreement concerns Anvia's Products and/or Services, Anvia's specific conditions for the Products and/or Services in question shall be primarily applied.

2. Validity and assignment

An offer, commitment or the Agreement shall not be binding upon Anvia unless and until accepted and confirmed in writing or electronically by Anvia, for example by signing the document in question or, alternatively, by delivering an order confirmation to the Customer or starting the performance of the Services ordered. The offer, commitment or Agreement shall be valid and binding upon the Customer at the signing of the document in question. If the Agreement requires advance payments or security from the Customer, the Agreement shall become binding upon Anvia at the time of the payment or deposit of the required security.

The Customer shall not be entitled to assign the Agreement to a third party without Anvia's prior written approval.

Anvia shall be entitled to assign the Agreement as well as any and all rights and obligations or a part thereof to a third party. Anvia shall also be entitled to assign its contractual receivables to a third party, whereafter the Customer's payments can be validly made only to the assignee. Anvia shall notify the Customer in advance of any such assignment.

Anvia shall be entitled to use subcontractors.

The Customer acknowledges and agrees that Anvia shall be entitled to, at its sole discretion, control the Customer's credit rating before entering into the Agreement.

3. Delivery of Products and/or Services

3.1 Delivery time and place

Anvia shall deliver the Products and/or the Services to the Customer according its discretion within reasonable delivery time, or if the delivery time has been specifically agreed upon, within the agreed time period. However, Anvia shall not be liable for any compensation whatsoever to the Customer if the delivery is delayed, unless otherwise agreed in writing between the parties. If a specific delivery time has been agreed upon and the delivery is delayed for more than fourteen (14) day due to reasons solely attributable to Anvia, Anvia shall pay liquidated damages to the Customer. Liquidated damages shall amount to 0, 5 per cent of the price of the delayed part of the delivery for each full week of delay. However, the penalty for late delivery shall be charged for a maximum period of five (5) weeks. The aforementioned liquidated damages shall be the sole remedy for any delays in delivery.

Anvia shall be entitled to charge the Customer for any extra cost incurred to Anvia in case the delivery is delayed due to reasons attributable to the Customer.

The place of delivery shall be the place informed by Anvia. If the parties have agreed upon the delivery of Products and/or Services to a place informed by the Customer, the delivery costs shall be charged separately to the Customer, unless otherwise agreed in writing or unless otherwise stated in the agreed delivery term.

A precondition for the delivery is that the delivery is not prevented by a reason caused by a third party or by any other than customary technical restraint, and that the Customer has ensured for its part that all the practical matters required by the delivery have been properly attended to.

3.2 Acceptance

The Customer shall at the time of the reception and without delay ensure that the delivery corresponds to the Agreement. If any defects and/or errors are noticed in the Products and/or Services, the Customer shall notify Anvia immediately thereof as defined in Section 9 below.

If the Customer has not notified Anvia of the defect or error in writing within fourteen (14) days of the date of delivery and has taken the Products and/or Services into use, the delivery is deemed to have been accepted by the Customer at the date of the delivery.

4. Payments

4.1 Anvia's price list and charges

The Customer shall make payments related to the Products and/or Services pursuant to Anvia's price list in force from time to time, in accordance with the invoicing periods determined by Anvia. Any taxes and applicable regulatory fees shall be added to the prices.

Anvia shall inform the Customer of any changes and revisions in the prices at least thirty (30) days before the changes enter into force. Anvia shall inform the changes and revisions for example in connection with an invoice or separately by e-mail.

Payments can be required in advance and/or subsequently. Anvia shall be entitled to change its fees and the calculation methods thereof. Further, Anvia shall be entitled to require payments for shorter invoicing periods than the customary invoicing period by way of invoicing the Customer separately during and invoicing period.

If the parties have agreed that the delivery shall include the installation of the Products and/or Services, Anvia shall be entitled to charge for the installation work pursuant to Anvia's price list in force from time to time, unless otherwise agreed in writing.

In case, during the performance and/or delivery of the Products and/or Services, it becomes apparent that the delivery of the Products and/or the performance of the Services result to extraordinary additional costs to Anvia, for example due to distant location, difficult or rough terrain or due to other such reasons, Anvia shall be entitled to revise the prices set forth in the Agreement. In case the parties cannot agree on the revision of the prices, the Agreement shall terminate and Anvia shall without delay return to the Customer any payments made by the Customer to Anvia prior to such termination.

4.2 Delayed payments and notices

The payment term for any order placed by the Customer shall be fourteen (14) days net from the date of Anvia's invoice. Interest for an undisputed payment shall be paid in accordance with the Finnish Interest Act.

In case the Customer's payment is delayed, Anvia shall be entitled to charge the Customer costs incurred due to a payment reminder, costs for the confirmation of a separate payment scheme as well as other collection charges.

Anvia shall be entitled to discontinue and withhold from any and all performance of the Services or delivery of the Products until the Customer has paid all overdue amounts to Anvia.

In case the Customer has not paid an undisputed and overdue invoice despite a payment reminder and/or possible closing of the Services by Anvia, Anvia shall be entitled to mature immediately also any and all other receivables from the Customer, whether invoiced or not.

Any claims related to Anvia's invoices must be made in writing on the due date, at the latest. However, any undisputed part of an invoice must always be paid in due time regardless of any claims.

4.3 Advance payments, securities and credit limit

Anvia may, for a weighty reason and prior to the signing of the Agreement or at any time thereafter, require advance payments or financial securities from the Customer. No interest shall be paid for any advance payments or securities.

If necessary, Anvia shall be entitled to, at its sole discretion, realize the financial security as well as any of the accumulated returns and/or any substituting assets thereof in order to recover any overdue amount and the collection fees on any overdue amounts. The maintenance and the realization of the security shall be at the expense of the Customer.

In addition to the advance payment and financial security, Anvia shall have a right to set a credit limit as a precondition to the signing of the Agreement.

5. Suspension of the Services

Anvia shall be entitled to suspend the performance of the Services or a part thereof due to a weighty cause, such as for example:

- Necessary operations related to the maintenance of the Services or to the maintenance of the functionality of the Services;
- Damage or disruption to the Service, Anvia or a third party, caused by the Customer;
- Delays in the payments by the Customer or breach of the Customer's contractual obligations;
- Anvia has weighty grounds to assume that the Customer is using the Services for illegal or immoral purposes, or infringes the rights of third party; or
- if required by general order and safety.

6. Intellectual property rights

All intellectual property rights throughout the world in patentable and non-patentable form to Anvia's Products and/or Services shall be the sole property of Anvia and shall vest solely in Anvia during the validity of the Agreement and thereafter.

Anvia warrants that the Products and/or Services delivered by Anvia do not, at the time of the signing of the Agreement, infringe any intellectual property rights of third parties in Finland.

Anvia shall, however, not be liable in case of an infringement due to the following circumstances:

- Products and/or Services have been modified by the Customer or a third party;
- Products and/or Services have been used in combination with a product or service supplied by third party or produced by the Customer itself.
- Products and/or Services have been used contrary to the given instructions or to any other purpose than they were planned and/or intended for.

7. Confidentiality and the use of information

In connection with the Agreement the parties may receive from each other commercial and/or technical information which is related to the parties' trade secrets or to intellectual property rights. Anvia's trade secrets include all development related material, applications and final results which are related to the Agreement, the offer and/or the Products and/or Services. The Customer shall have no right to utilize the information received from Anvia in its business or any other operations, including but not limited to the business and operations of the Customer's sphere of interest, without a written approval from Anvia. The sphere of interest includes the companies which belong to the same group of companies as the Customer and the persons belonging to the decision bodies of the Customer and such companies as well as the relatives of such persons and the companies in which such persons have interests in. The Customer shall not disclose the information received from Anvia to any third person. The information may be used solely for the purpose of performing the contractual obligations under the Agreement and only to the extent necessary for such purpose. The obligations mentioned above shall survive the expiry of the Agreement.

However, Anvia shall at all times be entitled to use the know-how it has gained during the Agreement in its business as well as, for example, in development work related to its Products and/or Services.

8. Liability and indemnity

8.1 Anvia's liability for defects

Anvia warrants that the Products and/or Services shall be performed in accordance with the Agreement and undertakes to correct any defects or errors Anvia is responsible for without undue delay.

Anvia shall, at its own cost and at its sole discretion, either repair or replace the defected Product or re-perform the Services. The aforementioned repair or replacement shall be the sole remedy for Anvia in case of a defected or non-conforming Products and/or Services. Anvia shall thus not be liable to provide any other compensation to the Customer on the basis of a defected or non-conforming Products and/or Services.

Anvia shall not be liable for any defects not attributable to Anvia, such as defects caused by incorrect or improper use or the Products and/or Services, negligence by the Customer and/or failure to observe the instructions or environmental regulations concerning the use or maintenance of the Products and/or Services as well defects due to the use of equipment, connections, software, definitions, repairs, modifications, interfaces or other such cause not included in the scope of the Products and/or Services or performed by any third party.

Anvia shall under no circumstances be liable for any indirect or consequential damages, costs or losses, such as for example loss of profit, turnover, loss of production or due to unfulfilled obligations towards a third party. Anvia shall not be responsible or liable for the loss of data and/or messages or delays in delivery. Furthermore, Anvia's liability shall at all times be limited at maximum to the sales price of the Products and/or the Services, or in case of continuous Services, to imputed three (3) months' aggregate price of the Services.

The permanently installed Products shall be, as a first option, repaired at the Customer. In case of other than permanently installed Products, the Customer shall deliver the Products to Anvia for repair. Anvia shall replace or update the Services, equipment or software to a functionally similar product if a repair, at Anvia's sole discretion, would incur unreasonable costs to Anvia. In such case, the Customer shall pay Anvia a reasonable compensation corresponding to the improvement or the lengthening of the useful lifetime of the Products and/or Services. In case a repair or replacement would, at Anvia's discretion, be reasonably impossible, Anvia shall compensate the Customer for direct, proven and reasonable damages which the Customer has incurred due to the defect.

8.2 Customer's responsibility and liability for damage

The Customer shall compensate Anvia the damages and other financial losses due to the Customer's breach of the Agreement.

The Customer is solely responsible for ensuring that the use of Anvia's Products and/or Services is in accordance with the obligations and restrictions set forth by the applicable legislation (copyright law etc.) valid from time to time. Furthermore, the Customer shall hold Anvia harmless against all claims based on the Customer's use of Anvia's Products and/or Services contrary to any regulations in force from time to time.

9. Reclamations

The Customer shall notify Anvia of any defects or errors in the Products and/or Services in writing without delay and at the latest within fourteen (14) days from the date on which the error was detected or should have been detected.

Anvia's liability of any defects or errors in the Products and/or Services is limited to twelve (12) months from the delivery of the Products and/or Services. After the expiry of the aforementioned period, the Customer shall not be entitled to make any claims against Anvia.

In case it is discovered that a defect or error in the Products and/or Services is not caused by reasons attributable to Anvia and Anvia incurs additional costs thereof, e.g inspection costs etc. Anvia is entitled to invoice and charge the Customer for the extra work and costs.

10. Force Majeure

A party to the Agreement is released from its obligations and liability to pay damages if a breach of contractual obligations or delay to meet the

obligations is due to force majeure. Such force majeure events shall include war, requisition or confiscation to public needs, embargo on imports or exports, refusal of an export license, labor dispute, legislative provisions or regulations issued by the authorities, natural catastrophe such as thunderstorm or storm, fire, cable damage caused by a third party or another damage, flood and water damage, overvoltage from grid, discontinuation of supply of energy or other essential raw-material or other such events caused by third party which is independent from parties or some other reason which the party could not have reasonably taken into account and whose consequences the party could not reasonably have avoided or overcome. The aforementioned shall apply also when Anvia's subcontractor or supplier is impacted by force majeure. Each party shall without delay inform the other party of a force majeure event and the termination of it.

11. Term and termination

11.1 Agreements in force until further notice and fixed-term agreements

Unless otherwise agreed in writing, the Agreement between Anvia and the Customer in force until further notice may be terminated with three (3) months' notice period.

A fixed-term Agreement shall, after the initial fixed term, automatically continue in consecutive one (1) year terms, unless terminated by either party at least three (3) months prior to the end of the initial fixed term.

Notice of termination shall at all times be given in writing.

Parties can also agree on one-time deliveries to Products and/or Services, in which case separate termination is not necessary after the fulfillment of the parties' contractual obligations.

11.2 Premature termination of the Agreement

The Customer shall have a right to terminate the Agreement with immediate effect in case Anvia has materially breached its obligations under the Agreement and fails to remedy such breach within a reasonable time after the Customer has notified Anvia thereof in writing.

Anvia shall be entitled to terminate the Agreement with immediate effect in case:

- Application has been filed in order to place the Customer into liquidation, in case of bankruptcy proceedings concerning the Customer or if the Customer has otherwise been found insolvent;
- The Customer has not provided the required advance payments or financial security;
- Customer has materially breached its obligations under the Agreement and fails to remedy such breach without delay and at the latest within seven (7) days even after Anvia has notified the Customer thereof in writing.
- Customer's negligence or intentional misconduct has caused disturbance to Anvia's services or other users of the services.

Furthermore, if it is discovered that Anvia's Products and/or Services should infringe third party intellectual property rights and the Customer does not approve and/or consent to the replacement of the infringing Products and/or Services with functionally similar products and/or services in accordance with Anvia's suggestions, Anvia shall be entitled to terminate the Agreement with immediate effect.

If a fixed-term agreement is cancelled or terminated due to the Customer's breach of the Agreement, the termination shall not release the Customer from its obligations to pay the agreed charges and fees in accordance with the Agreement.

12. Returns after the term of the Agreement

Upon the expiry or termination of the Agreement, the Customer shall without delay return to Anvia any leased equipment, hardware or other property of Anvia as well as documents recorded in writing, electronically or in other media, furnished by Anvia to the Customer during the Agreement. The aforementioned items and materials shall be returned to Anvia in the same condition as they were at the time

when they were furnished to the Customer, taking into account, however, the normal wear and tear. Anvia may, if necessary, arrange for the dismantling, packing and transportation of Anvia's equipment and other hardware at the Customer's cost.

No interest shall be paid on the possible service fees to be re-funded to the Customer. Connection fees or other similar fees or charges relating to the delivery shall not be refunded, unless otherwise separately agreed upon in writing.

Anvia shall have a right to set off any receivables it has from the Customer against amounts to be re-funded to the Customer.

13. Validity and changes

These general terms and conditions shall be valid and effective as of 1 April 2012 and shall remain in force until further notice. These terms and conditions shall be applied as of 1 July 2012 also in agreements that have been entered into earlier between Anvia and the Customer if reference is made in such agreements to Anvia's general terms and conditions.

Anvia has, for a weighty cause, provided that the contents of the Agreement is not substantially altered, right to change and/or modify continuous services and implementation methods of the services as well as to discontinue or suspend the delivery and/or performance of the Products and/or Services entirely. Anvia shall strive to minimize any inconvenience resulting from such changes and/or modifications. Regardless of the aforementioned, Anvia shall not assume any liability for any costs or damages incurred to the Customer as a result of the aforementioned changes, modifications and/or termination.

Anvia shall notify the Customer of changes in terms and conditions of the contract in writing (e.g. in connection with an invoice or by e-mail) thirty (30) days in advance, at the latest. The Customer shall be entitled to terminate the Agreement for the part of the Services or Products affected by such changes within the aforementioned notice period by way of a written notification to Anvia.

14. Contractual documents

The contractual relationship between Anvia and the Customer includes the separate Agreement entered into Anvia and the Customer and the appendices thereto. Other material, such as marketing material provided by Anvia, brochures etc. are not considered a part of the Agreement. In case of discrepancies in the contract documents, the following order of precedence is applied:

1. The Agreement and its appendices in numerical order (such as service or product descriptions);
2. Anvia's specific conditions concerning the Product and/or Service in question, if referred to;
3. These Anvia's general terms and conditions to corporate customers; and
4. the general terms and conditions applied within the business, if referred to in the Agreement (IT 2010, LTT 91 etc.).

15. Miscellaneous

Anvia shall be entitled to handle personal data, identification data and other data and disclose the data in question to authorities as required by the applicable legislation and regulations. For the purposes of invoicing, identification data may be retained and handled until the invoice may legally be collected, or if the invoice is contested by the Customer, until the dispute is solved and/or settled. Identification data shall be handled confidentially and only to the extent necessary, and shall not be disclosed to any third party other than when permitted or obligated by the applicable legislation.

Anvia shall be entitled to send the Customer direct marketing messages electronically, for example via e-mail or SMS, as well as to use the Customer's name as a reference when marketing the Products and/or Services, unless the Customer has explicitly forbidden such use.

The Customer acknowledges and agrees that Anvia may use the Customer as a reference when marketing its products and/or services.

16. Governing law and dispute resolution

The Agreement between Anvia and Customer shall be governed by and construed in accordance with the laws of Finland.

Any disputes or controversy between Anvia and the Customer shall be primarily settled through negotiations. If the parties fail to resolve the dispute through negotiations, the dispute shall be settled by the district court of Anvia's domicile.