

## ATTACHMENT 4. Agreement terms for Tieto Connection Service

### 1 GENERAL

1.1 These agreement terms apply to Tieto Connection Service provided to the Service Provider by Tieto Finland Oy (hereinafter Tieto).

1.2 In addition to these terms, special service-specific conditions may also apply.

1.3 These terms shall apply, unless the Service Provider and Tieto have agreed otherwise in writing.

1.4 "Operator" refers to a mobile network or service operator that is partnering with Tieto and is available through the Tieto Connection Service to offer communication and/or billing access to its subscribers. A list of available operators can be obtained by emailing [vascenter@tieto.com](mailto:vascenter@tieto.com).

1.5 "End User" refers to a subscription customer of Operator, who uses the Service.

1.6 "Service" refers to the technology approved by Tieto and provided by the Service Provider to the End User (e.g. SMS, WAP and Internet -based technology) and any Service provided which makes use of the Tieto Connection Service.

1.7 "Tieto Connection Service" refers to a solution produced, owned and/or licensed by Tieto, which makes use of Internet, SMS and WAP technology, and through which the Service Provider can provide services to the End User.

1.8 "Service Provider" refers to a legal person that has signed the Tieto Connection contract with Tieto.

The End User can use the Service through terminals compatible with Tieto Connection Service.

Tieto Connection Service offers the following components, including but not limited to:

- an SMS and/or MMS connection service used through service numbers regulated by the authorities
- a WAP connection to which the Service Provider's application can be linked
- an IP connectivity to which the Service Provider's application can be linked
- an End User invoicing service
- the visibility of the Service Provider's service through Operator's web pages, by separate agreement
- a service platform for downloadable applications
- the transmission of GSM / GPS positioning data

If the Service Provider and Tieto agree on the invoicing service, End User identification and invoicing for using the Service shall be performed on the basis of an identifier managed by Operator, for example, a GSM subscription number or other technical identifier.

### 2 TIETO'S RIGHTS AND RESPONSIBILITIES

#### 2.1 Technical Implementation

Tieto has the right to provide the Tieto Connection Service defined in the agreement as it sees fit, and to make alterations affecting the technology and the use of the service. 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. Tieto aims to inform the Service Provider with reasonable notice of any planned alterations to the Tieto Connection Service that will affect the Service.

Technical alterations demanded by the Service Provider shall be charged, based on a fee determined by Tieto.

#### 2.2 Marketing

Tieto is entitled to use the Service Provider's business and product names or trademarks in marketing related to the Tieto Connection Service. The Service Provider has the right to forbid the use of a business or product name



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or trademark. Such a prohibition shall only be valid if Tieto has been notified by the Service Provider in writing to the address named in the agreement.

Tieto and Operators have the right to advertise the Service Provider and Service, for example in customer magazines, customer bulletins, and on Operator's or a third party's website. The Service Provider has the right to forbid such marketing if it perceives it to be harmful to itself or its operations and in contravention of its protected rights.

Other marketing shall be agreed upon in a separate agreement.

## 2.3 Interference and Disturbance

Tieto and Operators have the right to interrupt the transfer of the Tieto Connection Service for as short a period of time as possible and at a time when it causes as little interference to the Service Provider as possible, due to the construction, maintenance, upgrading or change work of the communication network or Tieto Connection Service. Tieto shall inform the Service Provider of such a service interruption in advance, if the length and timing of the interruption make this necessary.

Tieto has the right to disconnect the Service Provider from the Tieto Connection Service if the Service Provider or an End User causes, by using a subscriber connection of a telecommunications company or otherwise, a severe technical disruption to the general telecommunications network, to Tieto Connection Service or to other End Users, ; or if the Service Provider or an End User, despite a reminder issued by Tieto, continues to use equipment or software that is malfunctioning or causes such disruptions, or operates otherwise against these terms, the current legislation or good practice.

Tieto is entitled to invoice the Service Provider for any costs and reasonable expenses arising from fault tracking owing to interference or disruptions caused by the Service Provider's or its End User's activities, equipment, telecommunications connection or software.

## 2.4 Service Availability

Tieto has the right to cease the provision of a certain Service or part of it to End Users, if it so desires and has justifiable reason for so doing. Tieto is not obliged to compensate for damage, loss of income, expenses or other inconveniences caused to the Service Provider by ceasing the Service.

Tieto will provide the Service around the clock, unless prevented by force majeure or by building, repairing, maintenance, upgrade or alteration of the Tieto Connection Service or telecommunication network. Tieto does not guarantee an uninterrupted Service. The Service Provider must report any problems related to the provision of the Service immediately to Tieto. Tieto will rectify any faults in the provision of the Service caused by the breach of an agreement for which Tieto is liable, on week-days (excl. weekends or midweek holidays) between 9 a.m. and 3 p.m.

The Service Provider accepts that short interruptions and disruptions in the provision of the Service may occur, and that these are not to be considered faults or delays.

Tieto has the right to interrupt the Service temporarily also, if this is necessary for general order and safety.

Tieto has the right to interrupt the provision of the Service if Tieto has justified cause to suspect that Service or the Tieto Connection Service is being used for any deceitful or unethical activity or against current legislation or good practice, or in a way that may cause harm to any party's, their customers' or outsider's information security, services or business, or that otherwise endangers their rights.

## 3 SERVICE PROVIDER'S RIGHTS AND RESPONSIBILITIES

### 3.1 Technical and Commercial Prerequisites

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



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The Service Provider shall, at its own expense, provide sufficient and secure telecommunications connections for the system defined by Tieto.

The Service Provider is responsible for the operation of the Service. The Service Provider shall connect the Service to the Tieto Connection Service as described in Tieto's service descriptions. The Service Provider is responsible, at its own expense, for telecommunications connections, for the security of such telecommunications connections, and for adapting applications to one other between the Tieto Connection Service and its own Service (including the applications).

## 3.2 Contents

The Service Provider alone is responsible for the contents and features of the Service (following legislation and good practice). The Service Provider must have the necessary rights, licenses and permissions required to provide the contents and features of the Service to the public and to present, maintain and offer them, including any necessary licenses for contents or features of the Service protected by copyright or other immaterial rights. The Service Provider shall produce value added services professionally and with respect to the whole production chain. The content shall not cause any harm to Tieto or to the brand or reputation of the Operator.

If claims are presented towards Tieto based on the Service contents or functionality, the Service Provider undertakes to compensate Tieto for all damages and costs caused by such claims and/or responding to them, including court costs and attorney's fees. Tieto shall inform in writing the Service Provider of such claims within a reasonable time after acknowledgement.

Before connecting the Service to the Tieto Connection service, the Service Provider shall submit to Tieto a detailed written description of the Service including contact information, service content, marketing pages and all details related to the invoicing. Tieto is not, however, responsible for verifying the description, nor does the delivery or examination of it by Tieto reduce the Service Provider's responsibility for the Service and its content.

The Service Provider has the right to develop and change the contents of the Service it provides, but in such a manner that the prerequisites for implementing and providing the Service, as defined by this agreement, remain unchanged. If there are material changes in the Service or the Service content, these have always to be agreed upon separately with Tieto Connection service.

Delivering service orders or direct marketing to the End User requires the user's consent in accordance with Finnish legislation before delivering messages to the subscriber. The service order can only be activated by mobile phone by a confirmation text message to the Service, and no other methods are accepted. Direct marketing requires end users' written approval before sending marketing messages to the subscribers.

If the above-mentioned contents and regulations related to the Service do not comply with the pre-agreed terms, Tieto is entitled to change the service into charge-based Service from the date Tieto notices that the Service does not work correctly.

The Service Provider is not entitled to charge the End User for Tieto Connection Service in respect to the following contents:

- Transactions relating to instant loans
- Transactions relating to gift certificates
- Transfer of funds to an internet wallet, online gaming accounts, or other such purposes
- Knowledge, skills or guessing games or comparable services

## 3.3 Delivery Terms for End Users

The Service Provider shall be responsible for delivering the Service terms to the End User and for seeing to that they bind the End User and that they comply with the current legislation and good practice (including consumer protection legislation). The Service Provider shall, in an appropriate manner, see to that the End User understands that the Service is produced, delivered and provided by the Service Provider, not by Tieto or the Operator. If any claims are presented towards Tieto based on the Service Provider's delivery terms, the Service Provider undertakes to compensate Tieto for all damages and costs caused by such claims and/or



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responding to them, including court costs and attorney's fees.

## 3.4 Informing the End User Pricing and the Tax Rate

The Service Provider shall inform the End Users of the final total price of the Service or the total monthly price for subscription services, including taxes and any other charges imposed by the authorities. Activation of new subscription service is possible only for special cases agreed separately. As a rule new subscription services will not be activated against the Tieto Connection Service.

The Service Provider is obliged to inform Tieto of the applicable value added tax rate or determine applicable tax base parameter in Mobile Terminated (MT) direction messages in open pricing interface which corresponds to the value added tax percentage for the service category.

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

## 3.5 Sales and Marketing

The use of Tieto's and the Operator's business name, product names and trademarks in connection with the Service and in the Service Provider's marketing shall be separately agreed upon in writing with Tieto, in advance. Tieto has the right to refuse its consent to the use of its business name, product names or trademarks.

In its marketing, the Service Provider shall not use any marketing that may mislead the End User (see clause 3.3 and clause 3.4).

The Service Provider is liable for its own marketing and if any claims are presented towards Tieto based on the marketing by Service Provider, the Service Provider undertakes to compensate Tieto for all damages and costs caused by such claims and/or responding to them, including court costs and attorney's fees.

## 3.6 Compliance with Regulations

All of the Service Provider's operations must comply with the current legislation, decrees and other regulations issued by the authorities. Special attention shall be paid to regulations issued by the Finnish Communications Regulatory Authority and to compliance with the statutes and regulations on personal and identification data related to End Users.

The Service Provider undertakes to comply with the basic set of norms for providing premium rate services and to follow the decisions set by the Finnish self-regulatory ethical committee for premium rate services (MAPEL).

The Service Provider makes a commitment to pay the self-regulation fee set annually by the Finnish Teleforum Society by which the self-regulation is financed.

The Service Provider must comply with the short code number ranges included in service categories according to the Finnish Communications Regulatory Authority. All payment Services must be opened to their own number ranges pursuant to the scope of the Finnish Payment Services Act (290/2010).

## 4 PRICING, INVOICING AND SETTLEMENT OF RECEIVABLES

### 4.1 End User Pricing

The Service Provider shall notify Tieto of the End User price for the Service, taking into account the overall structure of the Service, the type of the Service provided by the Service Provider, and any obligations Tieto and/or the Operator possibly have with respect to indicating the price of the Service Provider's Service. Tieto reserves the right to accept or reject the End User price.

If the Service Provider changes the price of the Service, the Service Provider shall inform Tieto of the change, in writing four (4) weeks in advance. Tieto must approve the new price prior to its coming into force.

Tieto is entitled to present the End User price notified by the Service Provider to Tieto on Operator's website in connection with the Service Provider's Service and in

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other marketing and communications, at its own discretion.

## 4.2 Charges to be Collected from the Service Provider

Tieto shall invoice the Service Provider immediately upon the conclusion of the agreement for connection charges relating to the Tieto Connection Service and for other non-recurring start-up fees covered by the agreement, as well as any guarantee fee provided by Tieto and other, possibly agreed charges. In addition the Service Provider will be responsible for paying the self-regulation fee (see clause 3.6).

## 4.3 End User Invoicing

The Tieto Connection Service includes End User invoicing, the monitoring of receivables, and settlement of Service Provider's receivables, if Tieto and the Service Provider have so agreed.

Tieto shall invoice on behalf of the Service Provider the End User of the use of the Service by the Operator's mobile telephone invoice or by another invoice separately agreed between Tieto and the Service Provider. The Operator shall decide on the invoicing schedules, due dates, interest on arrears and collection procedures of the End Users. The Service Provider is not entitled to continue collection procedures.

The Service Provider may sell up to 300 € value added services in a calendar month to one End User including payment service traffic. The spending limit is divided into SMS and IP billing events, so that a single channel is able to use a maximum of 150 € per calendar month per subscriber. The End User may ask the Operator to change the limit with the Operator as separately agreed.

If the End User fails to meet his or her payments in relation to a Service provided by the Service Provider, Tieto and/or the Operator has the right to prevent the End User from using the Service.

Tieto reserves the right to introduce a Service Provider-specific payment, valid until further notice. The amount is determined together by Tieto and the Operator and is based on the average historical level of credit losses.

The payment is applied to the reporting and invoicing of the Service to the Service Provider. The fee is intended to cover credit losses to the Operator that are generated from the invoicing of the use of the Service Provider's Services. Tieto informs the Service Provider of the payment at least one (1) month prior to the introduction of the payment. The Service Provider has the right to obtain a report of the generated credit losses according to short numbers (or a similar service identifier). End User specific information is not shared to the Service Provider.

Tieto reserves the right to change the amount of the payment or eliminate it by informing the Service Provider at least one (1) month before the change. The Service Provider can request payment verification, if it believes that the credit loss of the Services provided has substantially changed.

The risk of End User obligation to make payment is always the responsibility of the Service Provider and the Service Provider is always responsible for payments and compensations to Tieto according to the agreement.

## 4.4 Reporting and Settlement of Service Provider's Receivables

If the parties have agreed on invoicing service as part of this agreement, Tieto shall provide the Service Provider with a monthly report or access to information disclosing the volume of the Service usage, total revenue of the Service, data traffic and service charges, and other charges covered by the agreement. These reports shall not contain any End User customer or identification data. All other reporting shall be agreed upon separately.

The Service Provider undertakes to check and validate the monthly report and the data it contains. The Service Provider undertakes to notify Tieto of any defects or errors in the report immediately, in any case no later than two (2) calendar months after delivering the report. Tieto aims to rectify and/or compensate for any shortages on the report. If Service Provider fails to notice Tieto within the defined time period, Tieto is not responsible for rectifying any shortages on the report.

Tieto shall pay all receivables related to the Service and due to the Service Provider on the basis of the preceding



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month's invoice, less the net income and data traffic charges related to the Tieto Connection Service, and less the other charges to be collected by Tieto from the Service Provider under the agreement, and less any other receivables due to Tieto.

If Tieto's payables exceed the revenues from the Service, Tieto shall invoice the Service Provider for the remainder. The payment term is thirty (30) days net from the date of the invoice. The overdue interest is according to the Finnish Interest Act (633/1982). Data traffic and other charges for the Tieto Connection Service shall be in accordance with the valid tariff.

If the amount of the Service Provider's receivables or the total invoice comes to less than EUR ten (10), their payment shall be carried over to the next calendar month's invoice.

Tieto shall not be liable for interest payments to the Service Provider for the period during which the Service Provider's receivables, paid by the End Users, are in Tieto's and/or Operator's possession.

Tieto has the right to prevent the Service Provider's access to the Service and the End User's Service usage if the Service Provider has not paid payments according to agreement on time of which Tieto has informed the Service Provider.

If the Service is provided to the End User free of charge, Tieto shall invoice the Service Provider for service charges covered by the agreement per calendar month, and on a separate invoice.

## 5 Customer Care

The Service Provider is responsible for the customer care of the End Users organized for the Service.

Tieto may advise the End Users on issues related to basic knowledge of the Service Provider's Services or forward any feedback given by the End Users to the Service Provider. Tieto shall abide by the basic principle of advising the End Users to contact the Service Provider's customer care with any questions or complaints related to the Service. The Service Provider

must offer the End User customer care in Finnish language either by phone or email.

The Service Provider is obliged to inform Tieto immediately of any interruptions to the Service, and of any problems in invoicing, and to participate actively in solving such problems.

## 6 AMENDMENT OF AGREEMENT TERMS

Tieto 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 or shall be submitted electronically, no later than one (1) month prior to their coming into effect. If the agreement terms are amended to the detriment of the Service Provider, the Service Provider shall have the right to terminate the agreement within one (1) month of the notification, without regard to the notice period.

## 7 OTHER TERMS

### 7.1 Dissolving the Agreement

If a party to this contract breaches its terms materially and, despite receiving written notification of this from the other party, fails to correct the breach within thirty (30) days when it would be feasible to do so, the other contracting party shall have the right to dissolve the agreement immediately.

Material breach of contract includes breach of the confidentiality clause of this agreement, clear and continuous inaccuracy in the quality of the content, or the failure of the content to comply with legislation or good practice and material breach of any other clause of the contract.

If the other party goes bankrupt, falls into liquidation or becomes subject to debt recovery procedures, or if the authority control at a party is directly or indirectly transferred to a competing company of another party, the other party shall have the right to dissolve this agreement with immediate effect.



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Payments will not be returned for the part the Tieto Connection Service has been delivered by the agreement.

## 7.2 Non-disclosure

Both parties shall keep the content of this agreement confidential, as well as any information concerning the other party received in connection with the agreement. Such information shall include technical and service development data belonging to the contracting parties. This obligation to confidentiality shall remain valid during the agreement's period of validity and for two (2) years after the agreement has terminated.

## 7.3 Liability

The parties' liability for the activities referred to in this Agreement is limited to cover only direct damages.

Neither party shall be liable to cover the other party's consequential damages such as lost revenue or profits, damage, due to other obligations within the contract, loss due to not being able to benefit by its use, which would not result in direct economic damage or other comparable harm.

The Service Provider's liability to Tieto under this Agreement is limited to the total amount of Service Provider's payments and compensation for the previous six (6) months period per each claim. Tieto's liability to the Service Provider is limited to the total amount of the service fees for the previous three (3) months period.

Limitation of Liability does not apply to the Service Providers' responsibility of contents in clause 3.2, or clause 3.5 in accordance with relating to marketing obligations, or clause 3.3 in accordance with the terms of delivery and liability and for damage caused to them. The limitations of liability do not apply in cases where the other party's gross negligence or intent is evident, or if the other party breaches the obligation of confidentiality.

## 7.4 Force Majeure

Neither party is liable for damage caused by war, unrest or similar events, strikes, natural catastrophes, measures

taken by the authorities, disruptions in electricity supplies or other similar events which are beyond the control of the parties, which it is not reasonable to assume they could have predicted, and the consequences of which the parties could not have avoided or prevented through any reasonable measures. The same applies to any delays in deliveries by subcontractors, if these are caused by any of the above-mentioned factors.

## 7.5 Exclusive Rights

This is not an exclusive agreement, and it does not grant exclusive rights to either party. The parties have the right to sign equivalent agreements with other parties, both in Finland and abroad, in any manner they see fit.

## 7.6 Transferability of the Agreement and Usage of Sub-contractors

This agreement may not be transferred to a third party. However, both parties can transfer their rights and obligations under this agreement to another company belonging to the same Group. Such a transfer must be notified to the other party prior to the realization of the transfer, and, despite the transfer, the original contracting party shall remain jointly and severally liable alongside the party to whom the agreement has been transferred, for damage caused to the other party prior to, or during, the transfer.

Both parties have the right to use subcontractors to meet their contractual obligations. A party employing a subcontractor shall be responsible for the subcontractor's adherence to the terms of the contract and liable for the actions of the subcontractor as it would be for its own.

Tieto has the right to transmit the Services to subscribers of any Mobile Virtual Network Operators (MVNO) which are operating under Tieto Connection Service agreed Mobile Network Operator's (MNO).

## 7.7 Applicable Law and Settlement of Disputes

This agreement shall be governed by Finnish laws. Contractual disputes shall always first be tried to resolve by mutual discussion and through negotiations between

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the parties. If the parties are unable to agree the disputes, they shall be settled by arbitration in Central Chamber of Commerce in accordance with the Arbitration Laws. The arbitral tribunal shall consist of one (1) arbitrator and arbitration will be held in Helsinki in the Finnish language.

## 7.8 Validity

This agreement is valid until further notice and can be terminated by either party in writing, following a notice period of ninety (90) days.

If and when this agreement ends for any reason, the liabilities for fees and non-disclosure remain valid.

This agreement replaces any earlier Tieto Connection Service agreements between the parties.

