

Rev 2009-01-01

## 1 Scope

1.1 These general terms and conditions shall apply when companies within the TeliaSonera group ("Telia") supply an electronic communication service (the "Service") to a business customer (the "Customer"). The Service is specified in an agreement between the Customer and Telia (the "Agreement"). Unless the Parties have otherwise agreed in writing, these general terms and conditions shall not apply in respect of the transfer, lease, operation, development, or maintenance of hardware or software.

1.2 Where the Service is used for payment for products or services from a supplier who has entered into an agreement with Telia regarding payment mediation (Sw: betalningsförmedling), the provisions of chapter 6 (Charges and payment conditions) in these general terms and conditions shall apply to such purchases. In other respects, the purchase of the service or the product shall be governed by the agreement between the supplier and the Customer. In the event the Customer wishes to make a complaint in respect of such a product or service, the Customer shall contact the supplier directly.

## 2 Orders and Delivery

2.1 The Service shall be ordered as instructed by Telia. The Agreement shall be deemed concluded upon execution by both Parties or, where such occurs earlier, when Telia has confirmed the Customer's order in writing or when Telia has commenced provision of the ordered Service to the Customer's. A written agreement shall be entered into where Telia or the Customer so request.

2.2 The Customer shall state the postal address or e-mail address to which the Customer from time to time wishes Telia to send invoices or other notices.

2.3 In these general terms and conditions, "Agreed Delivery Date" means the date from which the Service shall be provided in accordance with the Agreement.

2.4 In these general terms and conditions, "Actual Delivery Date" means:

- a) the date on which Telia has started to provide the Service provided the Service has been approved by the Customer or, where the Customer has not given written notice of complaint about the Service within two (2) weeks, or;
- b) the date on which Telia provides the Service in accordance with the Agreement following rectification by Telia of such deviations from agreed specifications which were the subject of a complaint in writing by the Customer.

A deviation that is only of minor significance for the Service's intended use shall not however affect the determination of Actual Delivery Date.

2.5 Telia shall provide the Service not later than the Agreed Delivery Date or, where no Agreed Delivery Date has been agreed, within a reasonable time from the Customer's complete and accepted order.

2.6 Immediately after the delivery, the Customer shall examine the Service and, when applicable, the equipment which has been delivered. The Parties may agree that Telia shall carry out service-specific delivery tests whereupon the Customer shall be liable for any costs in respect of such tests unless otherwise agreed.

2.7 In the event the Actual Delivery Date occurs after the Agreed Delivery Date and the delay is solely attributable to Telia or any party for which Telia is responsible, the Customer shall, upon written demand by the Customer, be entitled to liquidated damages. Liquidated damages shall be calculated at one (1) per cent of an amount corresponding to the fixed recurring fees for a twelve-month period for the Service concerned per each commenced week of delay. However, liquidated damages shall not exceed twelve (12) per cent of the amount specified above. When calculating liquidated damages, payment for traffic under the Agreement shall not be included in the fixed recurring fee. Furthermore, liquidated damages shall only be payable in respect of the parts of the Service which cannot be taken into use as a consequence of the delay. Nor shall liquidated damages be payable for such time during as Telia places equivalent services at the Customer's disposal. Telia shall be entitled to settle liquidated damages through crediting of invoices.

2.8 Where a delay is not attributable to Telia or to any circumstances existing at Telia, or otherwise due to unexpected events that Telia could not reasonably have foreseen, Telia shall be entitled to postpone the Agreed Delivery Date to an appropriate date taking into consideration the circumstances. Where such delay is attributable to

the Customer, Telia shall be entitled to compensation for direct costs caused by the delay.

## 3 Telia's Provision of the Service

3.1 Telia provides the Service through a connection to the public communications network that Telia owns or otherwise has at its disposal ("Telia's Network"). Where the Service is provided through Telia's fixed network, Telia specifies the placement of the connection (the "Connection Point"). Connection of cables to the Connection Point may only be performed by Telia.

3.2 Telia shall provide the Service in a professional manner and in accordance with the Agreement.

3.3 Telia shall be entitled to retain sub-contractors for the performance of its obligations pursuant to the Agreement. In such cases, Telia shall bear primary liability for such subcontractor's work.

3.4 Telia reserves the right to amend or modify the Service, provided that the Service's performance or functionality is not negatively affected. Such amendments or modifications shall be performed in such a way as to limit possible disruptions. Changes or modifications to the Service may result in a need to adapt the Customer's own equipment. In such case, the Customer shall defray any costs for adaptation of the equipment.

3.5 Telia may change the Service if use of the Service results in damage for Telia or a third party. In such case, the Customer shall be informed as soon as possible.

3.6 Telia may stop providing the Service, where Telia replaces the Service with another service with equivalent technical performance and functionality. In such cases, Telia shall inform the Customer not later than sixty (60) days in advance. In the event the Customer does not accept the replacement service, the Customer shall be entitled to give written notice of termination of the Service within thirty (30) days from the receipt of the notice of replacement.

3.7 Due to the structure of Telia's Network or due to technical limitations, certain services or equipment cannot be used everywhere. Detailed information regarding Telia's Network may be obtained on [www.telia.se](http://www.telia.se). If the Service is provided partially through another operator's network, other terms and conditions may also apply to the use on such network.

3.8 The Parties may agree in writing that, subject to a deviation from the term applicable to the Agreement in other respects, a special term shall apply to the provision of the Service. In such event, the Agreement, including these general terms and conditions, shall apply in respect of the Service during the agreed term. When applicable, such special term is set out in Appendix 2 (Customer specific terms and conditions).

## 4 Troubleshooting

4.1 Telia shall rectify any fault in the Service in accordance with the provisions of the Agreement or, where such has not been specifically agreed, within a reasonable time. "Fault" means that the Customer cannot use the Service in accordance with the Agreement. However, such a fault as does not prevent the Customer from using the Service, or which are only of minor significance for the Customer shall not be deemed to constitute a Fault in the Service. Moreover, Telia shall not be liable to rectify Faults:

- a) when the Fault is related to a third party's network, or;
- b) when the Fault has been caused by adverse transmission or reception conditions regarding radio communication, or;
- c) when the Fault has been caused by virus or other external attacks on the Customer's or a third party's software, or when the Fault in other case has been caused by a third party or through an event beyond Telia's control and where Telia cannot reasonably be deemed liable to rectify the Fault, or;
- d) when, in other cases, the Fault is attributable to circumstances set forth in section 3.7.

4.2 Where the Customer has notified a Fault which is caused by the Customer or any party for whom the Customer is responsible, Telia shall be entitled to compensation from the Customer. Compensation may be requested for work as a consequence of the Customer's Fault notification according to Telia's price list as applicable from time to time. The aforesaid shall apply where Telia, following an inspection, can establish that no Fault has existed.

Examples of such Faults as referred to in this section are Faults caused by:

- a) incorrect or negligent use of the Service;
- b) failure to follow instructions regarding the use of the Service;
- c) the Customer's equipment ; or
- d) modification, repair or connection performed by any party other than Telia.

**4.3** In the event the Service has been unusable due to a Fault which is not attributable to the Customer, the Customer shall be entitled to a price reduction. The price reduction shall correspond to the unusable Service's fixed recurring fees pertaining to the period during which the Fault has lasted with effect from the notification to Telia. Compensation pursuant to the provisions of this section shall not apply, however where the Parties have agreed on specific service levels or other compensation due to delay or Faults regarding the Service.

**4.4** Where specific construction work is required in connection with installation or troubleshooting, Telia shall be entitled to compensation for work performed in accordance with Telia's price list as applicable from time to time.

**4.5** Telia shall be entitled to limit the availability of the Service to the extent necessary for expansion or otherwise for technical, maintenance, or operational purposes. In such case, Telia shall endeavour to minimise the interruption period and take the measures which are necessary in order to cause the least possible inconvenience to the Customer. To the greatest extent possible, Telia shall inform the Customer of any planned interruptions. In the event a particular time has been fixed for recurrent maintenance, such shall be stated in the Agreement.

## **5 The Customer's use of the Service**

**5.1** The Customer may use the Service only for the purpose and to the extent provided in the Agreement. For example, the Customer shall ensure that the use of the Service:

- a) does not give rise to damage or other inconvenience for Telia or any third party;
- b) does not cause disruptions in Telia's Network or the Service, for example, through mass-calling (Sw: "massanrop") or non-ordered mass distribution (Sw: "massutskick"), so-called spam, or spreading of data viruses;
- c) is not used in such operator activities which are subject to a notification duty pursuant to the Electronic Communications Act, or as a switchboard function, interconnection interface, or suchlike;
- d) does not infringe or violate any third party's copyright or other intellectual property rights;
- e) is not contrary to law or regulations or decisions issued by public authorities, or;
- f) does not contravene generally accepted practice or Telia's rules governing communication via the Service as applicable from time to time, such as Use Policy – Telia's Internet Services, see [www.telia.se/sakerhet](http://www.telia.se/sakerhet).

**5.2** The Customer shall possess and be responsible for any premises, equipment, software, networks (including Customer's or third party's property network), documentation and other facilities which are not included in the Service but which are necessary for the Customer's use of the Service ("Customer Facilities"). The Customer shall ensure that Customer Facilities comply with applicable laws and regulations issued by public authorities such as climate requirements and power connection requirements. In addition, the Customer shall defray any costs for the use of electricity needed for the use of the Service.

**5.3** In conjunction with connection of the Service to Customer Facilities, the Customer shall comply with Telia's instructions as applicable from time to time, in order to avoid inconvenience or damage to Telia or a third party. Upon request by Telia, the Customer undertakes to immediately disconnect Customer Facilities from the Service as causes disruption in Telia's Network or in the Service, or gives rise to alleged or feared infringement in accordance with section 11.2 and thereafter to keep such Customer Facilities disconnected, all of the aforesaid in accordance with Telia's instructions.

**5.4** The Customer shall, at no expense to Telia, afford Telia access to Customer Facilities to the extent necessary for Telia's provision of the Service and shall otherwise use its best endeavours to assist Telia in the provision of the Service.

**5.5** The Customer shall not be entitled to sell or sub-licence the Service to any third party.

**5.6** In these general terms and conditions, "Security Codes" means user name, password, PIN-code, etc. "Cards" means SIM-cards, program cards, etc. The Customer shall store Security Codes and Cards pertaining to the Service in safe manner in order to prevent unauthorised access thereto. Moreover, the Customer shall not be entitled to copy, disassemble, or manipulate Cards.

**5.7** The Customer shall be liable to Telia for all use of the Service. However, where the Service has been used by an unauthorised person outside of the Customer's organization, the Customer shall be liable for payment for such use only where the Customer:

- a) has given a third party access to the Service;
- b) as a consequence of negligence has made it possible for a third party to use the Service, or;
- c) has lost control over the Service, Security Codes or Cards and fails, as soon as possible after its discovery, to notify the loss to Telia.

The Customer's liability to pay fixed recurring fees for the Service shall remain unchanged, notwithstanding that the Customer is not liable pursuant to the aforementioned sections a) – c).

## **6 Fees and Payment Terms and Conditions**

**6.1** The Customer shall pay the fees specified in the Agreement, or, where payment is not expressly stated in the Agreement, in accordance with Telia's price list as applicable from time to time. All fees are stated exclusive of VAT and other taxes and governmental charges payable on the amount invoiced.

**6.2** Where the Service is used for payment for products or services from a supplier who has entered into an agreement with Telia regarding payment transfers (Sw: betalningsförmedling), the Customer shall be liable for payment in respect of such purchases.

**6.3** Telia shall be entitled to change the fees for the Service. If such change is to the Customer's disadvantage, Telia shall notify the Customer in writing not later than sixty (60) days in advance. The Customer shall be entitled to give written notice of termination of the Service not later than thirty (30) days prior to the entry into force of the new fees. Such termination shall enter into force on the date the new fees would have been effective. In the absence of such notice of termination, the Customer shall be deemed to have approved the new fees. However, in the event of a price increase for a Service due to changed regulation or a decision by a court of law or by or public authority, such price increase shall be effective no later than the date when the regulation or the decision has gained legal force.

**6.4** The Customer shall pay invoices within thirty (30) days from the invoice date in accordance with instructions specified in the invoice. In conjunction with advance payments in accordance with section 6.9, payment shall be made not later than the date specified by Telia.

**6.5** Charging of the Service commences on the date agreed by the Parties in the Agreement, or otherwise on the Agreed Delivery Date or, where the delivery is delayed for reasons which are solely attributable to Telia, from the Actual Delivery Date.

**6.6** In the event the Customer fails to make payment not later than the due date, Telia shall be entitled to compensation for payment reminders, collection charges as well as penalty interest on arrears according to law. Where the Customer, despite a reminder and closing of the Service, fails to make payment in respect of overdue invoice, all other receivables related to the Service that have not yet been invoiced shall also be deemed due and payable immediately.

**6.7** Telia shall be entitled to assign its right to payment according to the Agreement to a third party.

**6.8** The Customer shall be obliged to pay fixed fees notwithstanding that Telia has closed or restricted the Service according to section 7.1 or section 7.3. Telia shall be entitled to charge a separate fee for re-opening a closed or restricted Service.

**6.9** Telia shall be entitled during the term of the Agreement to request advance payment or that the Customer provides security for due performance of the Agreement where such is considered justified on the basis of a credit rating investigation. Interest is not payable on advance payments. Moreover, Telia shall be entitled to draw from advance payments or provided security payment for its due claims, including such costs as referred to in section 6.6.

**6.10** Any refund of fees or other payments to the Customer shall firstly be done through reduction of the next invoice and secondly through cash payment. In addition, in case of refund of fees, interest shall be paid according to section 5 in the Swedish Interest Act.

## **7 Closure of the Service**

**7.1** Telia may close or restrict the Service, where:

- a) the Customer fails to submit an agreement in writing to Telia in due time as prescribed under section 2.1;
- b) the Customer, notwithstanding a reminder, has failed to pay an invoice in due time;
- c) the Customer has exceeded the credit limit or has failed, within the time specified, to provide security or advance payment requested pursuant to section 6.9;
- d) the Customer has failed to obtain a permit for Telia regarding the set up or maintenance of cables as prescribed in section 16.1;
- e) the Customer is in breach of its obligations pursuant to sections 5.1 – 5.7 or 11.1, or;
- f) the Customer otherwise uses the Service in violation of the Agreement notwithstanding a written complaint thereon from Telia.

**7.2** Closure or restriction according to section 7.1 shall not apply in minor cases or when the Customer has performed rectification, or due to non-payment where payment is in respect of an amount which is to be mediated to a third party.

**7.3** Telia shall close the Service upon request by the Customer. Moreover, Telia shall be entitled to close the Service when such is required by law or regulations or decisions issued by any public authority. Such closure shall, if possible, be notified to the Customer at least sixty (60) days in advance.

## **8 Customer Placed Equipment**

**8.1** "Customer Placed Equipment" means equipment (including software) provided by Telia to the Customer and which is placed at the Customer's premises for the performance of the Service.

**8.2** The Customer may use Customer Placed Equipment only for the purpose and to the extent set forth in the Agreement. The Customer shall bear the risk of damage to, or loss of, Customer Placed Equipment from the date upon which the Customer Placed Equipment is delivered to the Customer at the agreed delivery address. Customer Placed Equipment which is stationary may not be moved from the location at which it has been installed without Telia's written consent.

**8.3** Title to Customer Placed Equipment shall remain vested in Telia and the Customer shall not be entitled to sell, pledge, lease, or lend, or otherwise dispose of such Equipment without Telia's prior written consent. Nor may the Customer, without Telia's written consent, repair, perform service on, make additions or modifications to, or remove parts or markings regarding the ownership of Customer Placed Equipment. The Customer shall comply with the instructions which Telia may issue from time to time regarding the maintenance and use of Customer Placed Equipment. The Customer shall be liable for preventing any unauthorised access to, or use of, the Customer Placed Equipment. The Customer shall immediately notify Telia of such unauthorised access or use.

**8.4** Upon termination of the Agreement, Telia shall be entitled to remove the Customer Placed Equipment. In such context, the Customer shall provide Telia with reasonable assistance and, subject to five (5) working days' advance notice, grant Telia access to the premises where the Equipment has been installed for dismantling and removal. Telia is entitled to compensation for costs for dismantling and removal of Customer Placed Equipment.

## **9 Customer Information**

**9.1** Telia allocates to the Customer subscription number, IP address, password and other codes, ("Identification Data") that is necessary for using the Service. Telia may change the Identification Data for technical, operational, or other specific reasons, or due to regulations or decisions issued by public authorities. The Customer shall be notified of such amendments in due time. The Customer shall have no rights to Identification Data whatsoever after the termination of the Agreement, unless otherwise prescribed by law.

**9.2** "Customer Data" means data concerning the Customer such as name, address, personal identification number or company number, subscription number or other data concerning the Customer. "Traffic Data" means data which is processed for the purpose of transferring an

electronic message via an electronic communications network or in order to invoice such message such as, for example, time, extent, networks used and technical data. The aforesaid also applies to employees or contractors of the Customer who utilise the Service ("Users").

**9.3** At Telia's request, the Customer shall provide the data which Telia requires for the provision of the Service. The Customer shall promptly notify Telia of any changes to such data. The Customer shall be liable for the correctness of the data and shall ensure that the Users of the Service specified by the Customer are notified of the fact that their personal data has been provided to Telia and the purposes for which Telia processes such information. Moreover, the Customer shall ensure that it possesses the right to provide Telia with such information.

**9.4** Telia processes Customer Data and Traffic Data in order to provide the Service, to perform its legal or statutory obligations, for file maintenance, as well as to market Telia's products and services. The Customer consents to the use of Customer Data and Traffic Data for such marketing. The Customer is responsible for obtaining the corresponding consent from the Customer's Users. The Customer may revoke consent at any time by written notice to Telia. Where necessary for the provision of the Service, Customer Data and Traffic Data are disclosed to Telia's co-operating partners.

**9.5** Telia may, to the extent necessary to secure the operations of the Service, study material stored in or conveyed through the Service. The Customer consents that Telia, in order to prohibit the spreading of spam or data virus or suchlike, may remove messages that might be assumed to contain such material. The Customer is responsible for obtaining corresponding consents from the Customer's Users. Telia currently provides information regarding such actions on its web site, see [www.telia.se/sakerhet](http://www.telia.se/sakerhet).

**9.6** Telia may disclose the Customer's or User's name, address, and telephone number to a third party for the purpose of directory enquiries, purposes, unless the Customer has requested that the information shall be kept confidential. However, a User or the Customer may request in writing that such data shall not be disclosed for direct marketing purposes.

**9.7** For credit rating purposes, Telia may also obtain information about the Customer from registers other than Telia's customer register.

**9.8** If Telia, when providing the Service, processes Customer Data or Traffic Data in respect of which the Customer is deemed a controller of personal data pursuant to the Personal Data Act, Telia shall be regarded as personal data assistant with reference to such personal data.

## **10 Confidentiality**

**10.1** Each Party undertakes not to disclose to any third party Confidential Information which a Party receives or has received from the other Party. "Confidential Information" means, in addition to the content of the Agreement, all information regarding a Party or its business which can be deemed to be of a confidential nature, with the exception of:

- a) information which is in or is placed into the public domain in a manner otherwise than a result of a breach of the provisions of the Agreement, or;
- b) information which a Party can demonstrate was already known to such Party prior to the receipt thereof from the other Party, or;
- c) information which a Party has received or will receive from a third party which is not bound by a duty of confidentiality in relation to such Party.

**10.2** The provisions of section 10.1 shall not prevent a Party from disclosing Confidential Information where such is required by law or by a decision of a court or public authority. Nor shall section 10.1 prevent Telia from processing or disclosing any Customer Data and Traffic Data in accordance with applicable law or granted consent.

**10.3** Telia may disclose Confidential Information to other companies within the TeliaSonera Group. In addition, the recipient Party may disclose Confidential Information only to such employees, members of the Board of Directors, consultants and sub-contractors who reasonably require access to the information for the purpose that was envisaged when the Confidential Information was provided to the recipient Party. The recipient Party shall ensure that such persons are aware of, and comply with, the provisions of this chapter 10.

**10.4** The recipient of Confidential Information may use the information only for the purpose that was envisaged upon disclosure.

**10.5** The provisions of sections 10.1, 10.3 and 10.4 shall not prevent Telia from freely utilising information or other details which the Customer has provided to Telia and which relates to the Service or to Telia's operations in general.

**10.6** The confidentiality obligations pursuant to sections 10.1 – 10.5 shall apply for a period of two (2) years following the termination of the Agreement.

### **11 Intellectual Property Rights**

**11.1** The Agreement shall not entail that any copyright or other intellectual property rights are assigned to the Customer. The Customer shall not be entitled, over and above what has been consented to in writing by Telia, to use, copy, translate, or alter software or other material pertaining to the Service, or assign or licence rights to such software or material to any third party. As regards software included in the Service, separate licence terms and conditions may be applicable.

**11.2** In the event that proceedings are commenced or claims made by any third party against the Customer alleging that the Customer's use of the Service constitutes infringement of such third party's intellectual property rights, Telia shall hold the Customer harmless in respect of all costs and damages which the Customer may be obliged to pay due to such infringement through settlement or by judgment. Telia's obligations shall only apply to the Customer's use within the geographical area within which Telia provides the Service to the Customer, and on condition that the Customer:

- a) immediately notifies Telia in writing of any alleged infringement;
- b) does not admit or enter into any agreement concerning payment or settlement due to any alleged infringement; and,
- c) allows Telia to solely determine the conduct of the proceedings and to conduct settlement negotiations and provides Telia, at Telia's expense, with all reasonable assistance in such negotiations.

The first paragraph shall apply correspondingly with regards to the Customer's obligation to hold Telia harmless when software or other material which the Customer provides to Telia causes infringement of a third party's intellectual property rights.

**11.3** In the event that infringement exists – or where Telia, at its sole discretion, considers it probable that infringement exists – Telia shall, at its own expense, either:

- a) ensure the Customer's right to continue to use the Service, or;
- b) replace the infringing Service with another equivalent service the use of which does not constitute infringement, or;
- c) alter the Service so that it no longer constitutes an infringement. Such alteration to the Service shall be made in such a manner that it does not entail any major inconvenience for the Customer.

The first paragraph a) and b) shall apply correspondingly with regards to the Customer's obligation to hold Telia harmless when software or other material which the Customer provides to Telia causes infringement of a third party's intellectual property rights.

In the event that any of the aforesaid alternatives is not reasonably possible and Telia cannot reasonably offer another Service to the Customer, Telia shall be entitled, by written notice to the Customer, to terminate with immediate effect that part of the Agreement which relates to the Service which gave rise to the alleged or anticipated infringement.

**11.4** Telia shall not be liable for infringements of any third party rights which are caused by the Customer's use of the Service in breach of the Agreement or to the Customer's modification of the Service, or which have been caused by the Customer's use of the Service in combination with products or services not provided by Telia. The Customer shall hold Telia harmless in respect of all costs, fees, damages, demands, and other expenses which Telia incurs as a result of such modification or use.

**11.5** This chapter 11 governs in full Telia's entire liability as a result of infringement of third party intellectual property rights.

**11.6** The provisions of sections 11.1 – 11.5 regarding the Service shall also apply accordingly to Telia's network and to Customer Placed Equipment.

**11.7** A Party does not have the right to use the other Party's trade names, marks, logos or other signs or identification symbols without the prior written approval of the other Party.

### **12 Liability**

**12.1** A Party shall be entitled to compensation for direct damage due to negligence by the other Party or any party for whom that Party is responsible. A Party shall not be entitled to compensation for indirect loss such as loss of trading profit, third party loss, wasted costs, or other consequential loss. A Party's total liability is further limited for each full calendar year to a total amount corresponding to fifteen (15) per cent of the annual fixed fee pursuant to the Agreement.

**12.2** Notwithstanding the provisions of section 12.1 above, Telia shall not be liable for damage incurred by the Customer due to content of data or other information transmitted through use of the Service, nor shall Telia be liable for any damage whatsoever caused by data virus or suchlike, delay, distortion or loss of Customer's data or for the Customer's liability in damages to any third party.

**12.3** The annual fixed fee pursuant to section 12.1 shall be calculated as the fees actually paid for the twelve (12) months preceding the event of loss or, where the Service at the time of the event of loss has been provided for a period of less than twelve (12) months, at twelve (12) times the average monthly fee during the period in which the Service was provided. The annual fixed fee does not include fees for traffic pursuant to the Agreement.

**12.4** The limitations on a Party's liability in damages shall not apply in the event of intentional misconduct, gross negligence, personal injury or liability pursuant to mandatory law.

**12.5** Notwithstanding section 12.1, the Customer shall hold Telia harmless against any claims made by any third party against Telia, based on Customer's wrongful use of the Service or as a result of the Customer supplying or providing data or other material in conjunction with the use of the Service in violation of the Agreement.

**12.6** Telia shall be entitled to set off any liquidated damages paid against the damages payable to the extent the liquidated damages has been paid as a consequence of the same delay or Fault which has caused the damage.

### **13 Complaints, etc.**

**13.1** In order to be valid, objections to an invoice must be made not later than one (1) month after the due date. Notwithstanding that an objection has been raised, the Customer shall pay the undisputed part of the invoiced amount not later than the due date. A request for price reduction, liquidated damages or damages must be made not later than two (2) months after the Fault, the delay or the damage is discovered or should have been discovered. Complaints may be made orally or in writing; however, complaints shall at all times be made in writing where such relate to a request for damages or in other cases where so requested by Telia.

### **14 Force Majeure**

**14.1** A Party shall be released from liability to compensate loss or from the obligation to perform certain obligations pursuant to the Agreement provided the loss or the omission is due to an event beyond the Party's control ("Force Majeure Events") and the event prevents, significantly obstructs, or delays the performance thereof. The same applies where the loss or the omission is due to late deliveries from a Party's sub-contractors which have been caused by a Force Majeure Event.

**14.2** Force Majeure Events means, inter alia, acts or omissions by public authorities, newly enacted or amended legislation, conflicts on the employment market, blockades, war, riots, sabotage, extreme weather conditions, stroke of lightning, fires, explosions, floods, natural catastrophes, accidents or third party's cable cuts.

**14.3** A Party which invokes release pursuant to section 14.1 shall immediately notify the other party thereof. A ground for release shall be deemed to exist during such time as the Force Majeure Event constitutes an impediment to performance, however, not more than three (3) months. Thereafter, either Party shall be entitled to terminate the Agreement without any sanctions on the basis thereof being claimed by the other Party.

### **15 Assignment of the Agreement**

**15.1** With the exception of such assignment of Telia's right to payment according to section 6.7, a Party shall not be entitled, without the other Party's written consent, to assign, either wholly or in part, the Agreement to any third party. However, Telia shall be entitled to assign the Agreement to another company within the same group or to a third party which has acquired the business which has provided the Service. The Customer's choice of pre-selected operator is not included in such assignment.

**15.2** The assignor Customer shall not be liable to pay for obligations which arise after the date of assignment. The assignee Customer shall be jointly and severally liable with the assignor Customer for obligations which have incurred prior to the date of assignment and which were known or should have been known by the assignee Customer at the date of assignment.

#### **16 Permits**

**16.1** Any permits which may be required for the utilisation of the Service shall be procured by the Customer. In the event that Telia requires a permit to set up or maintain cables or other connections up to the Connection Point, the Customer shall, at Telia's request, obtain such permit at no cost to Telia.

#### **17 Amendments**

**17.1** Telia shall be entitled to change or supplement these general terms and conditions or other contract terms and conditions regarding the Service. Such amendments or supplements shall be notified to the Customer no later than three (3) months prior to the entry into force thereof. In the event the Customer does not approve the changes or supplements which are to the Customer's detriment, the Customer may terminate the Agreement in writing within one (1) month after receiving the amendment notification. Such termination shall enter into force on the date the change or supplement would have been effective. In the absence of such notice of termination, the Customer shall be deemed to have accepted the new terms and conditions.

**17.2** Notwithstanding section 17.1, Telia shall be entitled, without the Customer's consent, to make changes or supplements provided that such changes or supplements are not to the Customer's detriment, or where such detriment is only of minor significance for the Customer. Such changes or supplements shall enter into force one (1) month after the date on which information concerning the amendments has been made publicly available.

**17.3** Telia's entitlement to make changes or supplements to the Service is set forth in section 3. With respect to changes in fees for the Service, specific provisions are set forth in section 6.3.

#### **18 Termination of the Agreement**

**18.1** The Customer may prematurely, and with immediate effect, terminate that part of the Agreement which is attributable to a Fault or delay regarding a Service:

- a) where the Service essentially deviates from what has been agreed, provided that Telia fails to perform rectification within a reasonable time of the Customer's written complaint, or;
- b) where the Actual Delivery Date has not occurred within twelve (12) weeks from the Agreed Delivery Date for reasons attributable solely to Telia.

**18.2** Telia may terminate the Agreement, wholly or in part and with immediate effect:

- a) where the Customer's connection to a Service has been closed at least one (1) month pursuant to section 7.1;
- b) where the Service has been closed at the Customer's request for at least one (1) year;
- c) where the Customer otherwise materially neglects his obligations according to the Agreement and fails to perform rectification within thirty (30) days following a written demand therefor, or;
- d) where the Customer has become insolvent or there is reasonable cause to assume that the Customer may become insolvent.

**18.3** Where, in connection with installation of the Service, specific construction work is required, or it is clear that the Service cannot be delivered or fails to function for other reasons, both Parties may terminate the Agreement in relation to parts affected with immediate effect. In such case, the Customer is not liable to make any payment for the Service in relation to parts affected.

**18.4** Notice of termination pursuant to sections 18.1 – 18.3 must be given in writing and without unreasonable delay from such time that the circumstance which is invoked has become known, or should have become known, to the terminating Party.

**18.5** The Customer's right to terminate a Service when Telia has notified a change in fees for the Service pursuant to section 6.3, or that the Service will be replaced with another service pursuant to section 3.5 is set forth in the aforementioned sections.

**18.6** In addition to sections 18.1 – 18.5, an agreement that is valid for an indefinite term without a specific notice period can be terminated with three (3) months notice period by either Party.

#### **19 Entire Agreement**

**19.1** The Agreement and any appendices thereto including these General Terms and Conditions constitute the entire agreement between the Parties in respect of all issues to which the Agreement relates. All written or oral obligations and undertakings which preceded the Agreement are hereby replaced by the Agreement and the appendices thereto.

#### **20 Notices**

**20.1** All notices to be exchanged between the Parties which pursuant to the Agreement must be in writing shall be delivered by courier, by post, fax, or e-mail to the receiving Party's address specified in the Agreement. Notices which are sent by courier shall be deemed to have been received by the recipient Party on delivery. Notices which are sent by post shall be deemed to have been received by the recipient not later than three (3) business days after posting. Notices which are sent by fax or e-mail shall be deemed to have been received by the recipient Party upon confirmation from the recipient Party.

#### **21 Governing Law and Disputes**

**21.1** The Parties rights and obligations upon interpretation and application of the Agreement shall be determined in accordance with Swedish law.

**21.2** Disputes in relation to the Agreement shall be conclusively determined by arbitration in Stockholm pursuant to the rules of the Arbitration Institute of the Stockholm Chamber of Commerce (the "Institute"). The Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply, unless the SCC Institute, taking into account the complexity of the case, the amount in dispute and other circumstances, determines, in its discretion, that the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the SCC Institute shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators. Notwithstanding the aforesaid, a Party shall be entitled to commence proceedings before a court of general jurisdiction or another competent authority where the amount in dispute does not exceed one million Swedish kronor (SEK 1,000,000).