

1 General

1.1 These General Terms and Conditions¹ apply when companies within the group, Telia Company ("Telia") provide services to a business customer (the "Customer"). The service or services (each the "Service") that the terms and conditions apply for is specified in the agreement between the Customer and Telia (the "Agreement").

1.2 If the Service is used to pay for a product or service from a content provider that has a payment mediation agreement [Swe: avtal om betalningsförmedling] with Telia, the provisions in chapter 6 (Payment) of these General Terms and Conditions will apply to such purchases. The purchase of the service or product will otherwise be subject to the agreement between the content provider and the Customer. If the Customer wishes to complain about any such product or service, the Customer must contact the content provider directly.

2 Order and Delivery

2.1 The Agreement will be considered to have been entered into upon execution by both Parties or, if this takes place earlier, when Telia has confirmed the Customer's order or when Telia has begun to provide the Service to the Customer.

2.2 The Service shall be ordered as specified by Telia.

2.3 The Customer must state the postal address or email address to which the Customer wishes Telia to send invoices and other notifications. The Customer must keep such information updated in relation to Telia during the term of the Agreement.

2.4 The Customer shall provide, on Telia's request, such information which Telia needs to provide the Service, including information about employees or contractors of the Customer, as well as other users of the Customer who use the Service ("Users"). The Customer shall notify Telia of any changes to such information without delay. The Customer is responsible for the accuracy of the information provided and responsible for informing the Users that information about them has been submitted to Telia.

2.5 "Agreed Delivery Date" means the date upon which the Service shall be provided in accordance with the Agreement.

2.6 "Actual Delivery Date" means:

- a) the date upon which Telia has started to provide the Service, provided the Service has been approved by the Customer or, if the Customer has not given written notice of complaint in respect of the Service, within two (2) weeks, or;
- b) the date upon 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 intended use of the Service shall not however affect the determination of Actual Delivery Date.

2.7 Telia shall provide the Service no 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.

2.8 Immediately after delivery of the Service, the Customer shall examine the Service and, where applicable, the

equipment delivered. The Parties may agree that Telia shall carry out delivery tests in which case the Customer is responsible for the costs of such tests unless otherwise agreed.

2.9 If the Actual Delivery Date occurs after the Agreed Delivery Date and the delay is due solely to Telia, Telia, upon written request by the Customer, will be liable to pay liquidated damages. Liquidated damages will be calculated to one (1) per cent of an amount equal to the fixed recurring fees for a twelve-month period for the affected Service per each commenced week of delay. However, liquidated damages shall not exceed twelve (12) per cent of the above stated amount. When calculating liquidated damages, traffic fees under the Agreement shall not be included in the fixed recurring fee. Furthermore, liquidated damages are based on only those parts of the Service, if any, that cannot be put into use as a result of the delay. Nor shall liquidated damages be paid for such time as Telia makes equivalent services available to the Customer.

2.10 If the delay is not due to Telia, or otherwise because of unforeseen events that Telia could not reasonably have foreseen, Telia may postpone the Agreed Delivery Date to an appropriate date taking into consideration the circumstances if such delay is due to the Customer, Telia is entitled to compensation for direct costs caused by the delay.

3 Telia's provision of the Service

3.1 If Telia provides the Service via a connection to the public communications network that is owned by Telia or otherwise is at Telia's disposal ("Telia's Network"), Telia will state the location of the connection (the "Connection Point"). If the Service is provided via Telia's fixed network, only Telia may undertake connection of lines to the Connection Point.

3.2 Due to the structure of Telia's Network or due to technical limitations, it may not be possible to use certain Services and certain equipment at all locations. Further information regarding Telia's Network may be obtained on www.telia.se. If the Service is partly provided via another operator's network, other terms and conditions may also apply to the use of such network.

3.3 Telia will take measures concerning Telia's Network in order to avoid network congestion. Such measures may concern prioritisation or other specific handling of certain traffic. The measures taken may affect the quality of the Service, e.g. by a temporary reduction of speed. Further information is available at www.telia.se/trafikhantering.

3.4 Telia will provide the Service on a professional basis and in accordance with the Agreement.

3.5 Telia is entitled to engage subcontractors in order to fulfil its obligations in accordance with the Agreement. In such case, Telia is liable for the subcontractor's work.

3.6 Telia will continuously develop its Services. Telia is entitled to amend or modify the Service, provided that the Service's performance or functionality does not deteriorate in more than negligible extent as a consequence of such amendment. Such amendment or modification shall be conducted in such a way as to limit any disruptions. Amendments or modifications to the Service may result in a need for the Customer's own equipment to be adjusted. The Customer is liable for any costs of adaption of its own equipment.

3.7 Telia may make changes to the Service if the use of the Service results in damage or risk of damage to Telia or any third party, for example, because of the Customer's use in

¹In previous revisions these General Terms and Conditions has been referred to as "Telia's General Terms and Conditions for Electronic Communications Services to Business Customers". All references in agreements and quotations, etc. to the General Terms and Conditions for Electronic Communication Services to Business Customers applicable at any given time shall henceforth refer to these General Terms and Conditions.

violation of section 5.1 a) – f), or if Telia is required to change the Service due to a change in law or due to court or governmental decisions. In such case, the Customer will be informed as soon as possible.

3.8 Telia may discontinue the Service, if Telia replaces the Service with any other service of equivalent technical performance and functionality. Telia will then inform the Customer not later than sixty (60) days in advance. If the Customer does not accept the change, the Customer has the right to cancel the Service in writing within thirty (30) days from such notice.

3.9 Telia has the right to limit the availability of the Service to the extent necessary for expansion or otherwise for technical, maintenance, or operational purposes. Telia shall in such case seek to minimize the interruption period and take the measures necessary for the Customer to cause the least possible inconvenience. Telia shall to the extent possible inform the Customer of any planned interruptions. If a service fixed time for periodic maintenance [Swe: s.k. "servicefönster"] has been agreed, this will be stated in the Agreement.

3.10 Telia allocates to the Customer subscription number, passwords, and other codes ("Identification Data") that are 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 changes without delay. The Customer shall have no rights to Identification Data after the termination of the Agreement, unless otherwise agreed to in writing between the Parties, or permitted by law.

3.11 The Customer's right to use the Service in another operator's network within EU/EEA without surcharge (so called "Roam Like At Home"), is specified for each Service. In such case, Telia has the right to limit the available data volume according to the EU regulation. Any limitations of the data volume (so-called "Fair Use Policy" or "FUP") are shown on www.telia.se/foretag/utomlands. Further, the Customer's right to Roam Like At Home is limited to temporary use. If such use is not temporary, Telia reserves the right to charge the Customer a surcharge according to the current roaming tariff, or discontinue roaming. For more information of Roam Like At Home and limitations, see www.telia.se/foretag/utomlands.

4 Troubleshooting

4.1 Faults entail that the Customer is unable to use the Service in accordance with the Agreement. Incidents, which do not prevent the Customer from using the Service, or that are only of minor significance for the Customer are not classified as a Fault for the purposes of the Agreement. Telia must remedy Faults in accordance with the terms in the Agreement, or, if the Agreement does not contain fault management provisions, within a reasonable time. Telia is responsible only for Faults due to Telia. For example, Telia is under no obligation to remedy Faults:

- a) when the Fault is attributable 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 viruses or other external attacks on the Customer's or a third party's software, or the Fault otherwise is caused by third parties or by circumstances outside Telia's control and unless it may reasonably be considered that Telia will remedy the Fault, or;
- d) when the Fault is otherwise due to such circumstances as described in section 3.2.

4.2 If the Customer has notified a Fault that has been caused by the Customer or a third party for whom the Customer is liable, Telia will be entitled to compensation from the Customer. Compensation may be required for work resulting from the Customer's fault notification, in accordance with Telia's price list applicable from time to time. The same applies if Telia

finds, after investigation, that no Fault exists. Such faults can, for example, be due to:

- a) incorrect or negligent use of the Service;
- b) failure to follow instructions for the use of the Service;
- c) the Customer configuring the Service in a way other than recommended by Telia;
- d) the Customer's equipment; or
- e) a change, repair or connection performed by a party other than Telia.

4.3 If the Service could not be used due to a Fault in the Service that is due to Telia, the Customer will be entitled to a price reduction. A reduction will be made as an amount corresponding to the part of the non-usable Service's fixed recurring fees, calculated for the period of the delay or the duration of the Fault from the time of its notification to Telia. Compensation pursuant to the provisions of this section shall however not apply, if the Parties have agreed on credits/liquidated damages for specific service levels or other compensation due to Faults regarding the Service.

4.4 If, during installation or troubleshooting, specific construction work is required, Telia shall be entitled to compensation for work performed according to the price list applicable from time to time.

5 The Customer's use of the Service

5.1 The Customer may use the Service for its own use and for the purpose stated in the Agreement. The Customer is, for example, responsible for ensuring that the use of the Service does not:

- a) lead to damage or other inconvenience to Telia or any third party;
- b) cause disruptions to Telia's Network or the Service, such as via mass calls [Swe: massanrop] or unsolicited mass mailings (called "spam"), or the spreading of data virus;
- c) concern use in such operator activities which is notifiable according to the Electronic Communications Act (LEK), for example as switchboard function, interconnection interface or the like;
- d) infringe the copyright or other intellectual property rights of Telia or any third party;
- e) conflict with law or a public authority's regulations or decisions;
- f) is otherwise in conflict with good practice or Telia's current provisions for the Service applicable at any time, such as "Acceptable Use Policy - Telia's Internet Services", see www.telia.se/aup.

5.2 The Customer must possess and be responsible for any premises, equipment, software, networks (including Customer's or third party's property network), documentation and other tools that are not included in the Service but which are necessary for the Customer's use of the Service ("Customer Facilities"). The Customer must ensure that Customer Facilities comply with applicable laws and governmental regulations such as climate requirements and requirements for electrical connection. In addition, the Customer shall be responsible for any costs for the use of electricity needed for the use of the Service. The Customer is also responsible for the consumption of electricity needed for use of the Service.

5.3 When connecting the Service to Customer Facilities, the Customer shall comply with Telia's instructions as applicable from time to time, so that no inconvenience or damage occurs to Telia or third parties. The Customer undertakes to immediately on Telia's request to disconnect such Customer Facilities from the Service that is causing disruption in Telia's Network or in the Service, or gives rise to alleged or feared infringement in accordance with section 12.2 and thereafter to keep such Customer Facilities disconnected according to Telia's instructions.

5.4 The Customer shall, without charge, give Telia access to Customer Facilities to the extent necessary for Telia's

provision of the Service and shall also otherwise to the best of its ability assist Telia in the provision of the Service.

5.5 The Customer shall not be entitled to sell or sublicense the Service to any third party.

5.6 "Security Codes" means user name, password, PIN code, etc. "Cards" means SIM-cards and other cards that Telia provides for the Service. The Customer must store Security Codes and Cards that are part of the Service in a secure way to prevent access by unauthorised persons. The Customer may not copy, interfere with or manipulate Cards.

5.7 The Customer is responsible to Telia for all use of the Service. The Customer is however not liable for unauthorized use of the Service that occurred after Telia, following the Customer's notification, discontinued or restricted the Service, Security Codes or Cards. However, the Customer's liability to pay fixed recurring fee for the Service remains unchanged.

6 Payment

6.1 The Customer shall pay the fees and invoice 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 or available at www.telia.se/foretag/om/priser. Fixed fees must be paid in advance. 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 content provider who has entered into a payment mediation agreement with Telia [Swe: avtal om betalningsförmedling], the Customer is responsible for payment of such purchases. (See section 1.2 above).

6.3 Telia has the right to change its fees for the Service. If such change is to the disadvantage of the Customer, Telia shall notify the Customer in writing within thirty (30) days in advance. The Customer has the right within three (3) months of such notice to terminate the affected Service in writing with effect from the date the price increase would have entered into force. If such notice of termination is not given, the Customer is deemed to have approved the new fees.

However, a price increase that is due to an amended provision of law or because of judicial or administrative decisions enters into force no later than at the same time as the provision or the decision enters into force.

6.4 In addition to what is stated in section 6.3, Telia has once a year the right to make an index adjustment of the prices and fees stated in the Agreement. An index adjustment can take place not earlier than six (6) months after the Agreement has been concluded. The index number for the month of October preceding the year in which the Agreement has been concluded (base month) constitutes the index's base number. If the index number in any subsequent month of October (settlement date) has increased in relation to the index's base number, prices and fees in the Agreement shall be adjusted accordingly. Unless otherwise stated, Statistics Sweden's Consumer Price Index (CPI) (Swe: *Konsumentprisindex (KPI)*) (1980=100) shall be the applicable index. Telia shall notify the Customer of the current index adjustment no later than thirty (30) days before the adjustment takes effect. An index adjustment does not entitle the Customer to terminate the affected Service or the Agreement. Any additional terms and conditions for index adjustment and applicable index (if other than Statistics Sweden's Consumer Price Index (CPI)), are set out in the Agreement, or, unless expressly stated in the Agreement, in Telia's price list applicable from time to time or as set out on www.telia.se/foretag/om/priser

6.5 The Customer must pay invoices within thirty (30) days from the invoice date in accordance with instructions specified on the invoice. Advance payment under section 6.10 shall be made no later than the date specified by Telia.

6.6 Billing of the Service begins at the time agreed by the Parties in the Agreement or otherwise on the Agreed Delivery Date or, if delivery is delayed by reason solely attributable to Telia, from the Actual Delivery Date. If the Customer uses the

Service prior to the Actual Delivery Date, for instance in the case of partial delivery, the Customer shall pay the agreed fees for such use.

6.7 In the event the Customer fails to make payment on due date, Telia shall be entitled to compensation for payment reminders, collection charges as well as penalty interest on arrears according to law. If the Customer, despite a reminder and discontinuation of the Service, does not pay the overdue invoice, all other compensation related to the Service that have not yet been invoiced shall also be considered due for immediate payment.

6.8 Telia has the right to assign its rights to payment under the Agreement to a third party.

6.9 The Customer is liable to pay the fixed fees even if Telia has discontinued or limited the Service in accordance with section 7.1 or section 7.3, first sentence. Telia has the right to charge a separate fee for re-opening a discontinued or limited Service.

6.10 Telia is entitled during the term of the Agreement to request advance payment or require the Customer to provide security for the due fulfilment of the Agreement if a credit check shows this to be justified. No interest is paid on advance payments. Telia is furthermore entitled to set off advance payments or pledged security against its outstanding receivables, including the costs stated in section 6.7.

6.11 Any refund of the fee to the Customer is firstly done by deduction against future invoices and secondly through a separate payment to the Customer. Any damages and liquidated damages are regulated by separate payment to the Customer.

7 Discontinuation of the Service

7.1 Telia may discontinue or limit the Service if:

- a) the Customer does not sign a written agreement with Telia, in accordance with section 2.1, within the specified time;
- b) despite a reminder the Customer has not paid an invoice within the specified time;
- c) the Customer exceeds the monetary limit or fails to provide the required security or advance payment in accordance with section 6.10 within the specified time;
- d) the Customer has not obtained authorisation in accordance with section 17.1 for Telia concerning the installation and maintenance of lines;
- e) the Customer is in breach of its undertakings according to any of sections 5.1 – 5.7 or 12.1; or
- f) the Customer otherwise uses the Service in conflict with the Agreement, despite Telia's written notification.

7.2 Discontinuation or limitation in accordance with section 7.1 must not take place in minor cases or if the Customer has made rectification, or due to late payment if the payment solely concerns amounts that are to be mediated to a third party (See section 1.2 above).

7.3 Telia must discontinue the Service if the Customer so requests. Telia is entitled to discontinue the Service if Telia's liability is based on law, or the regulations or decisions of public authorities. Telia may also discontinue the Service if Telia recognizes that it is necessary for security reasons.

8 Customer Premises Equipment

8.1 "Customer Premises Equipment" means equipment (including software) provided by Telia and placed at the Customer's premises for the use of the Service.

8.2 The Customer may use Customer Premises Equipment only for the purpose and to the extent provided in the Agreement. The Customer bears the risk of damage to, or loss of, Customer Premises Equipment from the time the Customer Premises Equipment is delivered to the Customer at the agreed delivery address. Customer Premises Equipment

which is permanently installed must not, without Telia's written consent, be moved from the place where it is installed.

8.3 The Agreement does not mean that the ownership of the Customer Premises Equipment passes to the Customer 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. The Customer may not, without Telia's written consent, repair, perform service on, make additions or changes to, or remove parts or markings regarding the ownership of Customer Premises Equipment. The Customer must comply with the instructions which Telia issues from time to time regarding the care and use of Customer Premises Equipment. The Customer is also responsible for preventing any unauthorised access to Customer Premises Equipment. The Customer shall immediately notify Telia should such access occur.

8.4 Upon termination of the Agreement, Telia has the right to remove the Customer Premises Equipment. The Customer must provide Telia with reasonable assistance and after five (5) working days' advance notice give Telia access to the premises where such equipment has been installed for dismantling and removal. Telia is entitled to compensation for the costs of dismantling and removal of Customer Premises Equipment as well as for the value of Customer Premises Equipment that Telia can not remove at the termination date for reasons attributable to the Customer.

9 Processing of Personal Data

9.1 Each Party may act as a controller for the personal data governed by the Agreement. Telia may act as processor for personal data for which the Customer is controller. For personal data for which Telia is controller, section 9.2 below applies and for personal data for which the Customer is controller and Telia is processor, sections 9.3 – 9.11 below apply. Sections 9.3 - 9.11 shall not apply where the Parties have entered into a separate data processing agreement.

In this chapter 9, the terms "processing", "personal data", "controller" and "processor" shall have the same meaning as set out in applicable legislation on personal data, primarily the Data Protection Regulation EU 2016/679 (GDPR).

9.2 In providing Services according to the Agreement, Telia may process personal data for which Telia shall be considered controller. [Telia's Privacy policy](#) contains information about which types of personal data Telia may process as controller, the purpose and the legal basis for the processing, the retention time of the data, and the right of Users and how such rights may be asserted.

In order for Telia as controller to be able to fulfill its obligations according to law, the Customer shall, upon Telia's request, provide information that allows Telia to: (i) identify Users who request to exercise their rights; and (ii) provide information to such Users. The Customer is responsible for ensuring that the information about a User is accurate and that the information is promptly provided in accordance with Telia's instructions.

9.3 In providing the Services according to the Agreement, Telia may process personal data for which the Customer shall be considered controller. In such a case, Telia is processor regarding the processing of personal data.

9.4 The Customer is responsible for processing personal data in accordance with applicable legislation on personal data. Telia undertakes to process personal data only in accordance with law, the Agreement and the Customer's written and agreed instructions. Telia shall not process personal data beyond what is necessary to perform and provide services under the Agreement. Telia shall immediately inform the Customer if Telia is of the opinion that an instruction from the Customer is in violation of applicable legislation on personal data. Telia shall be entitled to receive compensation from the Customer to comply with the Customer's written instructions if the requested action is not disclosed in the Agreement.

9.5 Telia shall take the agreed technical and organizational measures to protect personal data. This includes protecting the personal data from a security breach leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access to personal data (personal data breach). The measures shall provide a level of security appropriate to the risk in accordance with Article 32 of the GDPR.

9.6 The Customer may reasonably request to change agreed instructions and security requirements. Notification of such a change shall be given in advance to Telia and any such changes shall be effected by Telia within a reasonable period to be agreed upon between the Parties. Telia is entitled to receive compensation from the Customer for direct costs in connection with the implementation of such a change.

9.7 Telia shall handle requests from the Customer for the processing of personal data in accordance with what is stated in chapter 9 and give the Customer access to such information as is necessary to demonstrate compliance with the obligations or as is necessary according to applicable legislation on personal data. Telia shall refer relevant inquiries from the data subjects or third parties to the Customer. However, the foregoing sentence shall not apply to the extent that Telia is obliged to disclose information in accordance with law.

9.8 In the event of a personal data breach, Telia shall cooperate with and assist the Customer in order for the Customer to be able to fulfill its obligations under Articles 33 and 34 of the GDPR, taking into account the type of processing and the information that Telia has available.

9.9 Telia shall allow the relevant authorities to conduct inspections and audits that such authorities are entitled to conduct according to applicable legislation on personal data. Telia is entitled to receive compensation from the Customer for any direct costs incurred in connection with such inspection and audit.

9.10 Telia may use sub-processors to process personal data ("Sub-processors") within and outside the EU/EEA. If Telia uses Sub-processors, Telia will enter into a written agreement with such Sub-processor, according to which such Sub-processor undertakes to comply with terms corresponding to those specified in sections 9.3 - 9.11. If personal data will be transferred to a country outside the EU/EEA, Telia shall ensure that there is a valid transfer mechanism in place for the transfer in accordance with chapter V of the GDPR.

9.11 Telia shall only process personal data for the duration necessary to provide the Services in accordance with the Agreement. Upon termination of the Agreement, Telia shall delete all personal data within six (6) months. The foregoing sentence does not apply where Telia is required by law to retain 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 about a Party or its business that can be considered to be of a confidential nature, with the exception of:

- a) information which is in or enters the public domain other than by breach of the provisions of the Agreement, or;
- b) information which a Party can demonstrate was already known to such Party before he received it from the other Party, or;
- c) information which a Party has received or will receive from a third party without being bound by a duty of confidentiality in relation to such Party.

10.2 The provisions of section 10.1 do not prevent a Party from disclosing Confidential Information when such is required by law or by a decision of a court or public authority. Nor does

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 group, Telia Company. 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 intended when the Confidential Information was provided to the recipient Party. The recipient Party is responsible for ensuring 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 intended upon disclosure.

10.5 The provisions of sections 10.1, 10.3 and 10.4 do not, however, prevent Telia from using information or other details relating to the Service or to Telia's operations in general.

10.6 The confidentiality obligations under sections 10.1 – 10.5 shall apply for a period of three (3) years after the Agreement expires.

11 Directory Inquiry Services

11.1 Telia discloses the name, address and telephone numbers attributable to the Customer to companies providing directory inquiry services. The directory inquiry services company is then responsible for the processing of this data after the said disclosure. The Customer has the opportunity to oppose such a disclosure by providing written notice to Telia.

12 Intellectual Property Rights

12.1 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 license rights to such software or material to any third party. As regards software included in the Service, separate license terms and conditions may be applicable.

12.2 If legal proceedings are initiated or claims are made by any third party against the Customer due to the Customer's use of the Service infringes such third party's intellectual property rights, Telia shall hold the Customer harmless for all costs and damages which the Customer may be obliged to pay due to such infringement through settlement or by judgment. Telia's commitments only apply to the Customer's use within the geographical area within which Telia provides the Service to the Customer, and provided that the Customer:

- a) immediately notifies Telia in writing of any alleged infringement;
- b) does not admit or enter into any agreement on payment or settlement in respect of 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 applies 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.

12.3 If an infringement by Telia exists – or where Telia, at its sole discretion, considers it probable that such an infringement by Telia 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 similar service which use does not cause infringement, or;

- c) change the Service so that it no longer causes infringement. Such change of the Service shall be made in such a way that it does not entail any significant inconvenience for the Customer.

The first paragraph a) and b) applies 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.

If any of the above options are not possible on terms that Telia deems reasonable and Telia cannot reasonably offer another service to the Customer, Telia is entitled, upon written notice to the Customer, to terminate that part of the Agreement relating to the Service that causes the alleged or feared infringement with immediate effect.

12.4 Telia is not responsible for infringements of any third party rights due to the Customer's use of the Service in breach of the Agreement or to the Customer's modification of the Service, or which has been caused by the Customer's use of the Service in combination with products or services not provided by Telia. The Customer must keep Telia harmless for all costs, fees, damages, demands, and other expenses which Telia is caused by such modification or use.

12.5 This chapter 12 fully governs Telia's entire liability in respect of infringement of third party intellectual property rights.

12.6 The above provisions of sections 12.1 – 12.5 regarding the Service shall also apply accordingly to Telia's Network and to Customer Premises Equipment.

12.7 A Party does not have the right to use the other Party's trade names, trademarks, logos or other signs or identification symbols unless the prior written consent of the other Party.

13 Liability

13.1 A Party is 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 or consequential damage such as loss of trading profit, 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 compensation paid for Services provided under the Agreement.

13.2 Notwithstanding the provisions of section 13.1 above, Telia is not liable for damage incurred to the Customer due to content of data or other information transmitted through use of the Service, or any damage caused by data virus or suchlike, as for delay, distortion or loss of data. Nor shall Telia be liable for the Customer's liability to any third party, other than those referred to in chapter 12.

13.3 The annual compensation referred to in section 13.1 is calculated at the actual fees paid for the twelve (12) months preceding the date of damage occurring, or, if the Service at the date of damage has been provided for a period of less than twelve (12) months, at twelve (12) times the average monthly fee for the period under which the Service was provided.

13.4 The limitations of a Party's liability in damages shall not apply for damages arising out of intentional misconduct, gross negligence, personal injury or liability pursuant to mandatory law or breaches against chapter 24.

13.5 Notwithstanding section 13.1, the Customer shall hold Telia harmless for any claims by any third party directed against Telia, due to the Customer's wrongful use of the Service or to the Customer supplying or providing data or other materials for the use of the Service in violation of the Agreement.

13.6 Telia is 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.

14 Complaints, etc.

14.1 In order to be invoked, invoice objections must be presented in writing no later than two (2) months after the due date. No objections will be raised by the Customer, or accepted by Telia, after this period. Even if an objection has been raised within such time period, the Customer shall pay the undisputed part of the invoiced amount by the due date.

14.2 A request for price reduction, liquidated damages or damages must be made in writing no later than two (2) months after the Fault, the delay or the damage is discovered or should have been discovered. No such requests will be raised by the Customer, or accepted by Telia, after this period.

15 Force Majeure

15.1 A Party shall be released from liability to compensate loss or from the obligation to perform certain obligations under the Agreement, provided the loss or the omission is due to an event beyond the Party's control ("Force Majeure Event") 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. However, an event that obstructs or delays a Party to fulfill its payment obligations under the Agreement shall not be considered a Force Majeure Event.

15.2 Force Majeure Events means, inter alia, acts or omissions by public authorities, new or amended legislation, labour conflict, blockade, war, riot, sabotage, extreme weather condition, lightning, fire, explosion, flood, natural disaster, pandemic, epidemic, lack of terminals or components, accident or cable cut caused by a third party other than Telia's sub-contractor.

15.3 A Party which invokes relief pursuant to section 15.1 must without delay notify the other Party thereof. Relief is deemed to exist as long as the Force Majeure Event precludes fulfilment. If fulfilment of the Agreement is impeded for a period longer than three (3) months, each Party is entitled to terminate the Agreement without any sanctions on the basis thereof may be claimed by the other Party.

16 Transfer of the Agreement

16.1 With the exception of such assignment of rights to payment as referred to in section 6.8, a Party is not entitled, without the other Party's written consent, to transfer, either wholly or in part, the Agreement to any third party. However, Telia has the right to transfer the Agreement to another company within the group, Telia Company or to a third party that has acquired the business which has provided the Service.

16.2 The withdrawing customer holds no payment liability for obligations arising after the transfer date. The acceding customer is jointly and severally liable with the withdrawing customer for any obligations arising prior to the transfer date.

17 Permits

17.1 Any permits that may be required for the use of the Service must be procured by the Customer. If Telia requires a permit install or maintain lines or the corresponding up to the Connection Point, the Customer shall, at Telia's request, obtain such permit at no cost to Telia.

18 Amendments

18.1 Telia has the right to make amendments or additions to these General Terms and Conditions or other contract terms and conditions regarding the Service. Such amendments or additions must be notified to the Customer no later than three (3) months prior to their entry into force. If the Customer does not approve the amendments or additions which are to the detriment of the Customer, the Customer has the right to within three (3) months from such notice in writing terminate the Agreement with effect from the date the change would have taken effect. If such notice is not given, the Customer is considered to have accepted the new terms and conditions.

18.2 Notwithstanding section 18.1, Telia has the right to make amendments and additions that are not to the detriment of the Customer, or where such detriment is only of minor significance for the Customer. Such amendments or additions shall enter into force one (1) month after notice thereof has been made publicly available. Further, Telia has the right to make amendments and additions in accordance with 7 chapter 12 § 3 paragraph LEK.

18.3 Telia's right to amend or modify the Service is stated in chapter 3. Regarding changes in fees for the Service, specific provisions are set forth in section 6.3 and 6.4.

19 Termination of the Agreement

19.1 The Customer may with immediate effect terminate that part of the Agreement related to a Fault or delay regarding a Service:

- a) if the Service significantly deviates from what has been agreed in the Agreement, and Telia does not make rectification within a reasonable time after the Customer's written complaint, or;
- b) if the Actual Delivery Date has not occurred within twelve (12) weeks from the Agreed Delivery Date for reasons attributable solely to Telia.

19.2 Telia may with immediate effect terminate the Agreement:

- a) if the Customer's connection to a Service has been discontinued at least one (1) month in accordance with section 7.1 or 7.3;
- b) if the Service has been discontinued at the Customer's request for at least one (1) year;
- c) if the Customer otherwise materially neglects its obligations according to the Agreement and does not make full rectification within thirty (30) days written notice, or;
- d) if the Customer becomes insolvent or there is reasonable cause to assume that the Customer may become insolvent.

19.3 If, in connection with the installation of the Service, it appears a need for specific construction work, or it is clear that the Service cannot be delivered or fails to function for other reasons, both Parties may with immediate effect terminate the Agreement in relation to parts affected. In such case, the Customer is not liable to pay any compensation for terminated parts of the Service.

19.4 Termination under sections 19.1 – 19.3 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.

19.5 The Customer's right to in writing terminate a Service in case Telia has announced a change of the fee for the Service under section 6.3, or that the Service will be replaced with another service under section 3.8 are set forth in the abovementioned sections.

19.6 If the Agreement is valid until further notice without special notice period the Agreement may be terminated with three (3) months' notice period.

20 Regarding Rules for Microenterprises, Small Enterprises and Not-For-Profit Organisations

20.1 According to the Electronic Communications Act (LEK), certain provisions that give rights to consumers in (i) LEK, (ii) the Act (2005: 59) on Distance Contracts and Off-Premises Contracts and (iii) the Marketing Act (2008: 486), also apply to microenterprises, small enterprises and not-for-profit organisations, unless they have explicitly consented to waive the provisions. These provisions concern:

- a) information to be provided before an agreement is entered into (7 chapter 1 § LEK, 2 chapter 2 § of the Act on Distance Contracts and Off-Premises Contracts and 22 a § of the Marketing Act),

- b) longest possible commitment period (7 chapter 8 § LEK),
- c) bundles, applicability of certain provisions in LEK to other services or terminal equipment offered together with an electronic communications service (7 chapter 26 § LEK),
- d) extension of the initial contract period for agreements on additional services (7 chapter 27 § LEK).

By entering into this Agreement, the Customer consents to waive its rights according to these provisions, which shall not be applicable.

21 Entire Agreement

21.1 The Agreement with any appendices including these General Terms and Conditions constitute the entire agreement between the Parties of all matters to which the Agreement relates. Any written or oral commitments and pledges prior to the Agreement are hereby replaced by the Agreement and the appendices.

22 Notices

22.1 Telia may send notices to the Customer through the Service, e-mail, SMS/MMS, by post or courier.

Notices which pursuant to the Agreement shall be in writing shall be delivered by courier, by post or e-mail to the receiving Party's address specified in the Agreement.

Notices sent by courier shall be deemed received by the recipient Party on delivery. Notices sent by post shall be deemed received by the recipient not later than three (3) business days after dispatch. E-mail notice to the Customer and SMS/MMS, shall be deemed received by the Customer the same day the message was sent. Notices sent to Telia by e-mail shall be deemed received upon confirmation from a representative of Telia.

23 Governing Law and Disputes

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

23.2 Any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC").

The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators.

The seat of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be Swedish.

Notwithstanding the above mentioned a Party has the right to commence proceedings in a Swedish court of law or other competent authority, if the disputed amount does not exceed one million (1,000,000) SEK.

24. Trade Sanctions and Export Control

24.1 Each Party warrants that the Party and its affiliates are not, at the time of entering into the Agreement as well as during the time of the Agreement, directly or indirectly (a) subject to any Sanctions (b) owned fifty (50) per cent or more in the aggregate by one or more persons subject to any Sanctions, nor controlled by, or acting on behalf of or for the benefit of any party or parties that are, directly or indirectly, subject to Sanctions. "Sanctions" means any sanction system limiting the trade freedom of any state, group or individual etc. including any list of prohibited parties imposed by the UN, EU, U.S. or other countries, in force from time to time. Each Party shall immediately inform the other Party, in writing, about any circumstances that may constitute a breach of this section.

24.2 The Services and the products included in the Agreement, including techniques, equipment, information and software, may be subject to export control laws and regulations imposed by the UN, EU, U.S. or other countries ("Export Laws") which restrict for e.g. import, export, re-export, resale or transfer of such Services and products. Each Party, inclusive of their affiliates, shall comply with applicable Export Laws and Sanctions in force from time to time and not cause itself, its affiliates or the other Party to, directly or indirectly, be in breach of any Export Laws and Sanctions.

24.3 If a Party does not comply with this chapter 24, the other Party is entitled to (i) suspend the performance of any Services and/or to terminate any order or the Agreement, in whole or in part, with immediate effect, without liability or further obligations, and/or (ii) claim for damages in accordance with chapter 13.