

## 1 General

1.1 These General Terms and Conditions apply when companies within the TeliaSonera Group ("Telia") provide an electronic communication service (the "Service") to a business customer (the "Customer"). The Service is specified in the 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, operations, development or maintenance of hardware or software.

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 in writing or when Telia has begun to provide the Service to the Customer. The Agreement must be established in writing, if so required by Telia or the Customer.

2.2 The Service shall be ordered as specified by Telia.

2.3 The Customer must state the postal address or e-mail 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 "Agreed Delivery Date" means the date upon which the Service shall be provided in accordance with the Agreement.

2.5 "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.

2.6 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.

2.7 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.

2.8 If the Actual Delivery Date occurs after the Agreed Delivery Date and the delay is due solely to Telia, is Telia, upon

written request by the Customer 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.

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

3.3 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.

3.4 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. 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.

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

3.6 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.

3.7 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](http://www.telia.se). If the Service is partly provided via another operator's network, other terms and conditions may also apply to the use on such network.

3.8 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 some Services, e.g. a temporary reduction of the network's speed. Further information is available at [www.telia.se/trafikhantering](http://www.telia.se/trafikhantering).

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 is stated in the Agreement.

#### 4 Troubleshooting

4.1 Faults entail that the Customer is unable to use the Service in accordance with the Agreement. As Fault is not considered such faults that do not prevent the Customer from using the Service, or that are only of minor significance for the Customer. Telia must remedy Faults in accordance with what is stated in the Agreement, or, if this is not stated specifically, 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 3.7.

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 has configured the Service in a way other than recommended by Telia;
- d) the Customer's equipment ; or
- e) a change, repair or connection performed by another party 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 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, 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](http://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 defray 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 11.2 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](http://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: av tal 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 to within thirty (30) days of such notice in writing terminate the affected Service 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 law provision or the decision enters into force.

6.4 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 6.9 shall be made no later than the date specified by Telia.

6.5 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.

6.6 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.

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

6.8 The Customer is liable to pay the fixed fee 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.

6.9 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 6.6.

6.10 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 present a written agreement to 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 6.9 within the specified time;
- d) the Customer has not obtained authorisation in accordance with section 16.1 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 11.1; 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 taken remedial measures, 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 withdraw at the termination for reasons attributable to the Customer.

## 9 Customer Information

9.1 "Customer Data" is information concerning the Customer such as name, address, e-mail address, personal identification number, or subscription number.

"Traffic Data" is data that is processed in order to transfer an electronic message via an electronic communications network or in order to invoice this message, such as who has communicated with whom, times when communication started and ended, the total time that the communication has been going on, geographical location and the communication networks used.

Customer Data respective Traffic Data also applies on such data on employee or contractor of the Customer, as well as other users of the Customer that uses the Service ("Users").

9.2 Telia allocates to the Customer subscription number, IP address, password 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 amendments in due time. The Customer shall have no rights to Identification Data whatsoever after the termination of the Agreement, unless otherwise agreed in writing between the Parties, or prescribed by law.

9.3 The Customer shall on Telia's request provide the data that Telia requires to provide the Service. The Customer shall promptly notify Telia of any changes to such data. The Customer is responsible for ensuring that the data is correct and that the Users are informed that their data has been provided to Telia and the purposes for which Telia processes such data. The Customer is also responsible for ensuring that the Customer has the right to provide Telia with such data.

9.4 Telia processes Customer Data and Traffic Data in order to transfer electronic messages according to the Agreement, to fulfil statutory or other administrative provisions, for invoicing, for payment of charges for interconnection (Swe: *samtrafik*) and to ensure the operation of the Service, including register maintenance and risk management.

9.5 The Customer consents to Telia

- a) processing Customer Data and Traffic Data to market the goods and services of Telia or other companies, and
- b) disclosing the Customer's name, address and telephone number to other parties for directory inquiry purposes.

9.6 The Customer also consents to Telia

- a) processing Customer Data and Traffic Data (registration, storage, compilation, etc.) for customer analysis and statistics, to maintain the contractual limits in terms of capacity and speed, and to provide the Service under the Agreement,

including for troubleshooting and complaint handling,

- b) obtaining information concerning the Customer from other personal data registers besides Telia's customer register for credit assessment purposes,
- c) processing IP-addresses and content in messages such as e-mail, sms and mms in order to prevent the dissemination of spam, virus or the equivalent by searching, blocking and removing of IP-addresses and messages that can be assumed to contain such material and to counteracting the presence of images of sexual abuse of children by cooperation with the police blocking websites where such material is present, and
- d) disclosing Customer Data and Traffic Data to co-operating partners, if necessary to provide the Service under the Agreement.

9.7 The Customer is responsible for obtaining the corresponding consents referred to in sections 9.5 and 9.6 from Users.

9.8 The Customer may revoke consent according to sections 9.5 and 9.6 at any time by written notice to Telia. In the case of a withdrawn consent referred to in section 9.6, Telia has the right but not the obligation to cease to provide the Service under the Agreement. Telia reserves, however, in such case, the right during the remaining term of the Agreement to charge fixed fees under the Agreement

9.9 Telia processes Customer Data and Traffic Data pursuant to sections 9.4 – 9.6 as long as the data is needed for the current purpose. Telia currently provides information on processing, disclosure and consent to processing of Customer Data and Traffic Data on its website, see [www.telia.se/sakerhet](http://www.telia.se/sakerhet).

9.10 If Customer Data or Traffic Data for which the Customer shall be considered as a data controller in accordance with current legislation on personal data ("Personal Data") are processed as part of the Service, Telia is personal data assistant regarding such data. The Customer is responsible for the processing of Personal Data in accordance with applicable law. Telia commits to process Personal Data only in accordance with the Agreement and the Customer's written instructions. Telia shall be entitled to compensation for complying with the Customer's written instructions if the requested action is not stated in the Agreement.

9.11 Telia shall take the technical and organizational measures agreed to protect the Personal Data. Telia shall be prepared to comply with orders issued by a governmental authority in relation to any measures required to fulfil the stipulated security requirements pertaining to the Customer's Personal Data. Such measures shall provide a level of security that is appropriate with regards to:

- a) the technical possibilities available,
- b) what it would cost to implement the measures,
- c) the special risks that exist with processing of Personal Data, and
- d) how sensitive the Personal Data processed really is.

If Telia is caused extra costs to meet changing security requirements, the Customer shall compensate Telia for such costs.

9.12 Telia may not otherwise than as mentioned in sections 9.5 b) and 9.6 d) disclose Personal Data received from the Customer, or any other information relating to the processing of Personal Data to a third party unless the

Customer has agreed in writing in advance. However, disclosure may be made to such Sub-Processor as referred to in section 9.15. Furthermore, Telia shall refer to the Customer if a person referred to in Personal Data, or the Swedish Data Inspection Board (or its equivalent in other countries) or any other third party is requesting Personal Data from Telia. Similarly, Telia shall forward a possible request to the Customer to remove, disclose, correct or block Personal Data processed under the Agreement. This provision regarding Telia's obligations shall however not apply to the extent Telia is obliged by law to disclose such information.

9.13 Telia will promptly notify the Customer upon detection of completed or attempted cases of unauthorized access, destruction or alteration of the Customer's Personal Data.

9.14 Telia will allow inspections that a governmental authority may be entitled to require under law with regard to the processing of Personal Data processing. Telia may charge the Customer for any costs in connection with the implementation of such inspection.

9.15 If Telia uses a sub-contractor for the processing of Personal Data ("Sub-Processor"), Telia will enter into a written agreement with such Sub-Processor, according to which the Sub-Processor undertakes to follow the corresponding to what is indicated in sections 9.10 – 9.14 above. If the Personal Data will be transferred to a country outside the EU/EEA, Telia shall ensure that the Sub-Processor signs the European Commission's Standard Contractual Clauses published by the European Commission in its decision of 5 February, 2010 on standard contractual clauses for the transfer of Personal Data to processors established in third countries. The latter does not apply if Personal Data is transferred to third countries in a way which the European Commission has been assessed to ensure an adequate level of protection with regards to privacy.

9.16 At the expiry of the Agreement, Telia will at the request of the Customer delete all the Customer's Personal Data within six (6) months. However, this does not apply to the extent that Telia is required by law to retain such 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 does 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 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 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 does not prevent Telia from freely dispose of 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 expired.

## 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 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.

11.2 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 for 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 If an 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 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 communications 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.

11.4 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.

11.5 This chapter 11 fully governs Telia's entire liability in respect of infringement of third party intellectual property rights.

11.6 The above provisions of sections 11.1 – 11.5 regarding the Service shall also apply accordingly to Telia's Network and to Customer Premises Equipment.

11.7 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.

## 12 Liability

12.1 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 for Services provided under the Agreement.

12.2 Notwithstanding the provisions of section 12.1 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 11.

12.3 The annual compensation referred to in section 12.1 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.

12.4 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.

12.5 Notwithstanding section 12.1, 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.

12.6 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.

## 13 Complaints, etc.

13.1 In order to be invoked, invoice objections must be presented in writing no later than two (2) months after the due date. Even if an objection has been raised, the Customer shall pay the undisputed part of the invoiced amount by the due date.

13.2 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.

## 14 Force Majeure

14.1 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.

14.2 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, accident or cable cut caused by a third party other than Telia's sub-contractor.

14.3 A Party which invokes relief pursuant to section 14.1 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.

## 15 Transfer of the Agreement

15.1 With the exception of such assignment of rights to payment as referred to in section 6.7, 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 TeliaSonera Group or to a third party that has acquired the business which has provided the Service.

15.2 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.

## 16 Permits

16.1 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.

## 17 Amendments

17.1 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 one (1) month 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.

17.2 Notwithstanding section 17.1, 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.

17.3 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.

## 18 Termination of the Agreement

18.1 The Customer may prematurely, and 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 take 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.

18.2 Telia may prematurely, and 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;
- 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 not taking full rectification within thirty (30) days written notice, or;
- d) if the Customer becomes insolvent or there are reasonable cause to assume that the Customer may become insolvent.

18.3 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 terminate the Agreement in relation to parts affected with immediate effect. In such case, the Customer is not liable to pay any compensation for terminated parts of the Service.

18.4 Termination under 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 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 3.6 are set forth in the abovementioned sections.

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

## 19 Entire Agreement

19.1 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.

## 20 Notices

20.1 All 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. Notices sent by e-mail shall be deemed 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 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.