

1 General

1.1 These general terms and conditions¹ apply when a company within the Telia Company Group ("Telia") provides services to a business customer ("the Customer"). The services covered by these terms (each referred to as a "Service") are specified in the agreement entered into between the Customer and Telia (the "Agreement").

1.2 If the Service is used to pay for a product or service provided by a content provider that has entered into an agreement with Telia regarding payment mediation, the provisions of chapter 6 (Payment) of these general terms and conditions shall apply to such purchase. In all other respects, the purchase of the product or service shall be governed by the agreement entered into between the content provider and the Customer. Complaints regarding such products or services shall be directed to the content provider.

2 Order and Delivery

2.1 The Agreement shall be deemed concluded when both Parties have signed it, or – if this occurs earlier – when Telia has confirmed the Customer's order or commenced provision of the ordered Service.

2.2 The Service shall be ordered in the manner prescribed by Telia.

2.3 The Customer shall provide the postal address or email address to which Telia shall, from time to time, send invoices and other communications. The Customer is responsible for ensuring that such contact information is kept up to date throughout the term of the Agreement.

2.4 Upon Telia's request, the Customer shall provide the information required by Telia to enable the provision of the Service. This includes, but is not limited to, details regarding employees, contractors, and other users within the Customer's organization who use the Service ("Users"). The Customer shall promptly inform Telia of any changes to such information. The Customer is responsible for ensuring the accuracy of the information and for ensuring that Users, where applicable, have been informed that their data has been shared with Telia.

2.5 "Agreed Delivery Date" refers to the date on which the Service is to commence in accordance with the Agreement.

2.6 "Actual Delivery Date" refers to:

- a) the date on which Telia has commenced provision of the Service, provided that the Service has been approved by the Customer, or the Customer has not submitted a written complaint within two (2) weeks; or
- b) the date on which Telia provides the Service in accordance with the Agreement, after any deviations - duly notified in writing by the Customer - have been rectified.

Deviations that are of minor significance to the intended use of the Service shall not affect the determination of the Actual Delivery Date.

2.7 Telia shall provide the Service no later than the Agreed Delivery Date or, if no such date has been agreed, within a reasonable time from when the Customer's order is complete and has been confirmed by Telia.

2.8 The Customer shall, immediately upon delivery, test the Service and, where applicable, the delivered equipment. The Parties may agree that Telia shall carry out delivery tests, in which case the Customer shall bear the costs of such tests, unless otherwise agreed.

2.9 If the Actual Delivery Date occurs later than the Agreed Delivery Date and the delay is solely attributable to Telia, Telia shall, upon written request from the Customer, be liable to pay liquidated damages. The liquidated damages shall amount to one (1) per cent of an amount corresponding to the fixed recurring fee for the affected Service over a twelve-month period, per week of delay commenced. However, the total liquidated damages shall not exceed twelve (12) per cent of said amount. When calculating the liquidated damages, traffic-related charges under the Agreement shall not be included in the fixed recurring fee. Liquidated damages shall only be payable for those parts of the Service that cannot be used due to the delay. No liquidated damages shall be payable for any period during which Telia provides an equivalent service to the Customer.

2.10 If a delay is not attributable to Telia or is caused by events that Telia could not reasonably have anticipated, Telia shall be entitled to postpone the Agreed Delivery Date to a time that is reasonable in view of the circumstances. If the delay is attributable to the Customer, Telia shall be entitled to compensation for the direct costs incurred as a result of the delay.

3 Telia's Provision of the Service

3.1 If the Service is provided via a connection to the public communications networks owned or otherwise operated by Telia ("Telia's Network"), Telia shall specify the location of the connection point ("Connection Point"). When provided through Telia's fixed network, the wiring to the Connection Point may only be carried out by Telia.

3.2 Due to the structure and technical limitations of Telia's Network, certain Services and equipment may not be usable in all locations. Further information about Telia's Network is available at www.telia.se. If the Service is partly provided via another operator's network, specific terms may apply to the use of that network.

3.3 Telia takes measures within Telia's Network to prevent congestion. Such measures may include prioritization or special handling of certain traffic, which may affect the quality of the Service, for example through temporarily reduced speed. Further information is available at www.telia.se/privat/om/villkor/trafikhantering.

3.4 Telia undertakes to provide the Service in a professional manner, in accordance with the terms of the Agreement.

3.5 Telia is entitled to engage subcontractors to fulfil its obligations under the Agreement. In such cases, Telia shall be responsible for the subcontractor's work as if it were its own.

3.6 Telia continuously develops its services and is entitled to amend or modify a Service, provided that its technical performance or functionality is not significantly impaired. Such amendment or modification may require the Customer's own equipment to be adjusted. The Customer shall bear any costs incurred in connection with such adjustment.

The Customer shall be informed of the amendment or modification at least one (1) month before it enters into force. Regarding the Customer's right to terminate the Agreement in such cases, reference is made to the provisions in section 19.5.

3.7 Telia may amend the Service if its use causes, or poses a risk of causing, harm to Telia or to a third party – for example, due to the Customer's use in breach of section 5.1 a) – f) – or if Telia is required to amend the Service due to changes in legislation or as a result of a court or regulatory authority

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.

decision. In such cases, the Customer shall be informed as soon as reasonably possible. An amendment made under this section does not entitle the Customer to terminate the Service.

3.8 Telia is entitled to discontinue the Service, provided that it is replaced with another service offering equivalent technical performance and functionality. The Customer shall be informed of the discontinuation and the replacement service for at least one (1) month before the change enters into force. Regarding the Customer's right to terminate the Agreement in such cases, reference is made to the provisions in section 19.5.

3.9 Telia reserves the right to limit the availability of the Service when necessary, due to expansion, technical constraints, maintenance, or operational requirements. In such cases, Telia shall make reasonable efforts to minimize the duration of any interruption and to mitigate any inconvenience to the Customer. Where practically feasible, Telia shall provide advance notice to the Customer of any planned service interruptions. If the Service is subject to specific time periods for recurring maintenance (so-called service windows), this shall be set out in the Agreement.

3.10 Telia assigns the Customer subscription numbers, passwords and other codes ("Identification Data") necessary for using the Service. Telia has the right to change the Identification Data for technical, operational or other specific reasons, or due to regulatory requirements or decisions. The Customer shall be informed of such changes in good time. Once the Agreement has expired, the Customer shall have no right to the Identification Data, unless otherwise agreed in writing between the Parties or required by law.

3.11 The Customer's right to use the Service on another operator's network within the EU/EEA without surcharge (commonly referred to as "Roam Like At Home") is specified for each Service. Where applicable, Telia reserves the right to limit the available data volume in accordance with applicable EU regulations. Any such limitations (referred to as the "Fair Use Policy" or "FUP") are published at www.telia.se/foretag/utomlands. Furthermore, the Customer's right to Roam Like At Home is restricted to temporary use. If the use is deemed non-temporary, Telia may charge a surcharge in accordance with the applicable roaming tariff or discontinue roaming services. For more information about Roam Like At Home and applicable limitations, please visit www.telia.se/foretag/utomlands.

4 Troubleshooting

4.1 "Fault" refers to a situation where the Customer is unable to use the Service in accordance with the provisions of the Agreement. Deficiencies that do not prevent the use of the Service or that have only limited significance for the Customer shall not be considered Faults. Telia shall remedy Faults in accordance with the Agreement or, if not specifically regulated, within a reasonable time. Telia is only responsible for Faults attributable to Telia. For example, Telia is not obliged to remedy Faults:

- a) when the Fault is attributable to another operator's network,
- b) when the Fault has been caused by unfavorable transmission or reception conditions in radio communication,
- c) when the Fault has been caused by viruses or other external attacks on the Customer's or a third party's software, or when the Fault has otherwise been caused by a third party or by circumstances beyond Telia's control, and it cannot reasonably be considered that Telia should rectify the Fault,
- d) when the Fault otherwise arises from circumstances as set out in section 3.2.

4.2 If the Customer reports a Fault that has been caused by the Customer or by someone for whom the Customer is responsible, Telia has the right to receive compensation from the Customer. Compensation may be charged for work arising as a result of the fault report, in accordance with Telia's applicable price list at the time. The same applies if Telia, after conducting an investigation, determines that no Fault exists.

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

- a) incorrect or negligent use of the Service,
- b) failure to follow Telia's instructions for the use of the Service,
- c) the Service being configured in a manner other than as recommended by Telia,
- d) the Customer's own equipment, or
- e) modifications, repairs or connections carried out by anyone other than Telia.

4.3 If the Service has been unusable due to a Fault attributable to Telia, the Customer is entitled to a price reduction. The reduction shall correspond to the fixed fee for the unusable Service, calculated for the period during which the Fault persisted, starting from the time the Fault was reported to Telia. However, compensation under this section shall not be granted if the Parties have agreed on liquidated damages for specific service levels or other compensation due to Faults in the Service.

4.4 If, during installation or fault rectification, the need for specific construction work arises, Telia is entitled to compensation for such work in accordance with Telia's applicable price list at the time.

5 The Customer's use of the Service

5.1 The Customer may only use the Service for the purpose and to the extent specified in the Agreement. The Customer is specifically responsible for ensuring that the use of the Service does not:

- a) cause harm or other inconvenience to Telia or any third party,
- b) cause disruptions to Telia's Network or the Service, for example through mass calling, unsolicited mass distribution (so-called "spam"), or the spread of computer viruses,
- c) constitute operator activities that are subject to notification under the Electronic Communications Act (LEK), for example as a switchboard function, interconnection interface or similar,
- d) infringe Telia's or any third party's copyright or other intellectual property rights,
- e) violate applicable laws, regulatory provisions or decisions by authorities, or
- f) contravene good practice or Telia's applicable rules for the Service at any given time, such as the "Usage Policy – Telia's Internet Services", see www.telia.se/aup.

5.2 The Customer shall possess and be responsible for premises, equipment, software, networks (including the Customer's or third party's property networks), documentation, and other resources not included in the Service but necessary for the Customer's use of the Service ("Customer Environment"). The Customer shall ensure that the Customer Environment complies with applicable laws and regulatory requirements, such as climate requirements and electricity connection requirements. The Customer is also responsible for the electricity consumption required to use the Service.

5.3 When connecting the Service to the Customer Environment, the Customer shall always follow Telia's applicable instructions, in order to avoid inconvenience or damage to Telia or any third party. Upon Telia's request, the Customer undertakes to immediately disconnect any part of the Customer Environment from the Service that causes disruption to Telia's Network or the Service, or that results in alleged or suspected infringement as referred to in section 12.2. The Customer shall thereafter keep such Customer Environment disconnected, in accordance with Telia's instructions.

5.4 The Customer shall, at no cost, provide Telia with access to the Customer Environment to the extent necessary for Telia's provision of the Service. The Customer shall also, to the best of its ability, assist Telia in the provision of the Service.

5.5 The Customer is not entitled to resell, transfer or lease the Service to any third party.

5.6 "Security Codes" refers to usernames, passwords, PIN codes and similar. "Cards" refers to SIM cards and other cards provided by Telia for the Service. The Customer shall store Security Codes and Cards related to the Service in a secure manner to prevent unauthorized access. The Customer may not copy, tamper with or manipulate the Cards.

5.7 The Customer is responsible to Telia for all use of the Service. However, the Customer is not liable for unauthorized use that occurs after Telia, at the Customer's request, has suspended or restricted the Service, Security Codes or Cards. The Customer's payment obligation for fixed, recurring charges for the Service remains unchanged.

6 Payment

6.1 The Customer shall pay the fees and invoice charges specified in the Agreement. If the compensation is not explicitly stated in the Agreement, payment shall be made in accordance with Telia's applicable price list at the time or as stated at www.telia.se/foretag/om/priser. Fixed fees shall be paid in advance. All fees are stated excluding value-added tax and other taxes and government charges applicable to the invoiced amounts.

6.2 If the Service is used to pay for a product or service from a content provider that has entered into an agreement with Telia regarding payment mediation, the Customer is liable for such purchase (see section 1.2 above).

6.3 Telia is entitled to change the fees for the Service. If the change is to the detriment of the Customer, the Customer shall be informed of the change at least one (1) month before it enters into force. Regarding the Customer's right to terminate the Agreement in such cases, reference is made to the provisions in section 19.5.

A price change resulting from an amendment to legislation or a decision by a court or regulatory authority shall take effect no later than the date on which the legislative provision or decision enters into force. A change made under this paragraph does not entitle the Customer to terminate the Service.

6.4 In addition to what is stated in section 6.3, Telia has the right to carry out an annual index adjustment of the prices and fees specified in the Agreement. Such adjustment may be made no earlier than six (6) months after the Agreement has been entered into. The index figure for the month of October preceding the year in which the Agreement is entered into (base month) constitutes the base value of the index. If the index figure in a subsequent October (settlement date) has increased in relation to the base value, prices and fees may be adjusted accordingly.

Unless otherwise stated in the Agreement, Statistics Sweden's Consumer Price Index (CPI) (2020=100) shall apply as the relevant index. Telia shall inform the Customer of the current index change no later than thirty (30) days before the change takes effect. An index adjustment under this section does not entitle the Customer to terminate the affected Service or the Agreement.

Any additional terms for indexation and applicable index (if other than CPI) are stated in the Agreement or, if not explicitly stated, in accordance with Telia's applicable price list available at www.telia.se/foretag/om/priser.

6.5 The Customer shall pay an invoice within thirty (30) days from the invoice date, in accordance with the instructions specified on the invoice. In the case of advance payment pursuant to section 6.10, payment shall be made no later than the date specified by Telia.

6.6 Charging for the Service shall commence at the time agreed by the Parties in the Agreement, or otherwise on the Agreed Delivery Date. If delivery is delayed due to reasons solely attributable to Telia, charging shall begin from the Actual Delivery Date. If the Customer uses the Service prior to the Actual Delivery Date, for example in the case of partial delivery, the Customer shall pay the agreed fees for such use.

6.7 If the Customer has not completed payment by the due date, Telia shall be entitled to late payment compensation

(in Swedish "Förseningsersättning"), which include payment reminders and debt collection costs, and to late payment interest in accordance with applicable law. If the Customer, despite reminders and suspension of the Service, still fails to pay the overdue invoice, all remaining compensation for the Service that has not yet been invoiced shall be deemed immediately due and payable.

6.8 Telia shall have the right to assign its right to payment under the Agreement to a third party.

6.9 The Customer is obliged to pay the fixed fee even if Telia has suspended or restricted the Service pursuant to section 7.1 or the first sentence of section 7.3. Telia shall be entitled to charge a specific fee for the reopening of a Service that has been suspended or restricted.

6.10 During the term of the Agreement, Telia shall have the right to request advance payment or that the Customer provides security for the performance of the Agreement, if deemed justified as a result of a credit assessment. Advance payments shall not bear interest. Furthermore, Telia shall have the right to deduct amounts corresponding to its overdue claims, including such costs as referred to in section 6.7, from the advance payment or provided security.

6.11 Any refund of fees to the Customer shall be made by offsetting against a forthcoming invoice, or by separate payment. Any damages or liquidated damages shall be settled through separate payment to the Customer.

7 Suspension of the Service

7.1 Telia shall have the right to suspend or limit the Service if:

- a) the Customer fails to provide a signed agreement to Telia within the specified time in accordance with section 2.1,
- b) the Customer, despite reminders, has not paid the invoice within the specified time,
- c) the Customer has exceeded the credit limit or failed, within the specified time, to provide the requested security or make an advance payment in accordance with section 6.10,
- d) the Customer has failed to obtain the necessary permits in accordance with section 17.1 for Telia's installation and maintenance of cables,
- e) the Customer has breached its obligations under any of sections 5.1–5.7 or 12.1, or
- f) the Customer otherwise uses the Service in breach of the Agreement, despite written notice from Telia.

7.2 Suspension or limitation pursuant to section 7.1 shall not occur in the case of minor breaches, if the Customer has remedied the breach, or due to non-payment where the payment exclusively concerns amounts to be forwarded to a third party (see section 1.2 above).

7.3 Telia shall suspend the Service at the Customer's request. Telia also has the right to suspend the Service if such obligation arises from law, regulatory provisions, or decisions by authorities. Where possible, such suspension shall be notified to the Customer at least sixty (60) days in advance. Telia further has the right to suspend the Service if deemed necessary for security reasons.

8 Customer Premises Equipment

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

8.2 The Customer may use Customer Premises Equipment only for the purpose and to the extent specified in the Agreement. The Customer shall bear the risk of damage to or loss of Customer Premises Equipment from the time the equipment has been delivered to the Customer at the agreed delivery address. Customer Premises Equipment that is permanently installed may not be moved from the installation site without Telia's written consent.

8.3 The Agreement does not entail a transfer of ownership of the Customer Premises Equipment to the Customer. The Customer may not, without Telia's written consent, sell, pledge, lease, lend or otherwise dispose of such equipment. Nor may the Customer, without Telia's written consent, repair, service, modify, or remove parts or markings relating to ownership from the Customer Premises Equipment. The Customer shall comply with the instructions issued by Telia from time to time regarding the care and use of the Customer Premises Equipment. The Customer is also responsible for ensuring that unauthorized persons do not gain access to the equipment and shall immediately notify Telia if this occurs.

8.4 Upon termination of the Agreement, Telia shall have the right to reclaim Customer Premises Equipment. The Customer shall provide reasonable assistance and, with at least five (5) working days' written notice, grant Telia access to the premises where the equipment is installed for dismantling and removal. Telia shall be entitled to compensation for costs related to the dismantling and removal of Customer Premises Equipment, as well as for the value of such equipment that Telia is unable to reclaim upon termination of the Agreement due to circumstances attributable to the Customer.

9 Processing of Personal Data

9.1 Each Party may act as a data controller for the personal data covered by the Agreement. Telia may also act as a data processor for personal data where the Customer is the data controller. For personal data where Telia is the data controller, section 9.2 shall apply. For personal data where the Customer is the data controller and Telia is the data processor, sections 9.3–9.11 shall apply, unless the Parties have entered into a separate data processing agreement, in which case these sections shall not apply.

In this chapter, the terms processing, personal data, data controller and data processor shall have the meaning set out in applicable data protection legislation, primarily Regulation (EU) 2016/679 of the European Parliament and of the Council ("GDPR").

9.2 In the provision of the Services under the Agreement, Telia may process personal data in its capacity as data controller. Information regarding which personal data is processed, the purposes of the processing, the legal basis, retention periods, as well as Users' rights and how these may be exercised, is provided in Telia's Privacy Policy <https://www.telia.se/foretag/integritetspolicy>.

To enable Telia, in its capacity as data controller, to fulfil its legal obligations, the Customer shall, upon request, provide the information required for Telia to identify Users who request to exercise their rights, and to provide relevant information to such Users. The Customer is responsible for ensuring that the information about Users is accurate and that it is promptly provided to Telia in accordance with Telia's instructions.

9.3 In the provision of the Services under the Agreement, Telia may process personal data for which the Customer is the data controller. In such cases, Telia acts as the data processor in the processing.

9.4 The Customer is responsible for ensuring that all processing of personal data is carried out in accordance with applicable data protection legislation. Telia undertakes to process personal data only in accordance with the 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 the Services under the Agreement. Telia shall immediately inform the Customer if it considers that an instruction from the Customer is contrary to applicable data protection legislation. Telia shall be entitled to compensation for complying with the Customer's written instructions if the requested action is not otherwise covered by the Agreement.

9.5 Telia shall implement agreed technical and organizational measures to protect personal data. These measures shall prevent security incidents that may result in accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or unauthorized access to personal data (personal

data breach). The level of security shall be appropriate in relation to the risk posed by the processing, in accordance with Article 32 of the GDPR.

9.6 The Customer has the right, within reasonable limits, to request changes to the agreed instructions and security requirements. Such change requests shall be submitted to Telia in writing in advance and implemented by Telia within a reasonable timeframe agreed between the Parties. Telia shall be entitled to compensation from the Customer for direct costs incurred in connection with the implementation of the change.

9.7 Telia shall handle the Customer's requests regarding the processing of personal data in accordance with the provisions of this chapter 9. Telia shall also provide the Customer with access to such information as is required to demonstrate compliance with obligations under applicable data protection legislation. Telia shall refer relevant requests from data subjects or third parties to the Customer, except to the extent that Telia is legally obliged to disclose the information.

9.8 In the event of a personal data breach, Telia shall cooperate with and assist the Customer to the extent necessary for the Customer to fulfil its obligations under Articles 33 and 34 of the GDPR. Telia's actions shall be adapted to the type of processing and the information available to Telia.

9.9 Telia shall permit inspections and audits that may be required by competent authorities under applicable law in relation to the processing of personal data. Telia shall be entitled to compensation from the Customer for any direct costs incurred in connection with such inspection or audit.

9.10 Telia shall have the right to engage subcontractors for the processing of personal data ("Sub-processors"), both within and outside the EU/EEA. When engaging a Sub-processor, Telia shall enter into an agreement with the Sub-processor under which the Sub-processor undertakes to comply with terms corresponding to those set out in sections 9.3–9.11. If personal data is transferred to a country outside the EU/EEA, Telia shall ensure that a valid transfer mechanism for the transfer exists in accordance with Chapter V of the GDPR.

9.11 Telia shall only process personal data for as long as is necessary to provide the Services under the Agreement. Upon termination of the Agreement, Telia shall delete all personal data within six (6) months, unless Telia is legally required to retain the data.

10 Confidentiality

10.1 Each Party undertakes not to disclose Confidential Information to any third party. Confidential Information refers, in addition to the contents of the Agreement, to all information regarding a Party or its operations that can reasonably be considered of a confidential nature, except for:

- information that is publicly known or becomes publicly known other than through a breach of the Agreement,
- information that a Party can demonstrate was already known to it prior to being received from the other Party, or
- information that a Party has received, or will receive, from a third party without being bound by a duty of confidentiality towards that third party.

10.2 The provisions of section 10.1 shall not prevent a Party from disclosing Confidential Information when required by law or pursuant to a decision by a court or competent authority. Section 10.1 shall also not prevent Telia from processing or disclosing customer data and traffic data in accordance with applicable legislation or with the consent provided.

10.3 Telia may disclose Confidential Information to other companies within the Telia Company Group. In addition, the receiving Party may only disclose Confidential Information to employees, board members, consultants, and subcontractors who require access to the information for the purpose for which it was originally provided. The receiving Party shall be responsible for ensuring that such individuals are informed of and comply with the provisions of this chapter 10.

10.4 The recipient of Confidential Information may only use the information for the purpose for which it was originally provided.

10.5 The confidentiality obligations set out in sections 10.1–10.4 shall remain in effect for a period of three (3) years following the termination of the Agreement.

11 Directory Enquiry Services

11.1 Telia may disclose the Customer's name, address and telephone number to companies that provide directory enquiry services. The Customer has the right to object to such disclosure by notifying Telia in writing. Once the data has been disclosed, the directory enquiry company is responsible for the continued processing of such data.

12 Intellectual Property Rights

12.1 The Agreement does not entail any transfer of copyright or other intellectual property rights to the Customer. The Customer may not, without Telia's prior written consent, use, copy, modify or otherwise handle software or other materials included in the Service. The Customer may also not assign or grant rights to such software or materials to any third party. Specific license terms may apply to software included in the Service.

12.2 If a third party brings a claim or initiates legal proceedings against the Customer on the grounds that the Customer's use of the Service infringes the third party's intellectual property rights, Telia shall indemnify the Customer for all costs and damages that the Customer may be required to pay pursuant to a judgment or settlement. Telia's liability applies only to use within the geographical area where Telia provides the Service to the Customer, and is subject to the following conditions:

- a) the Customer immediately and in writing informs Telia of the alleged infringement,
- b) the Customer does not admit liability or enter into any agreement regarding payment or settlement without Telia's prior written approval, and
- c) the Customer allows Telia to solely determine how the claim shall be handled and negotiated and provides Telia with all reasonable assistance in such negotiations, at Telia's expense.

This undertaking shall apply correspondingly to the Customer's obligation to indemnify Telia, if software or other materials provided by the Customer to Telia cause an infringement of third-party intellectual property rights.

12.3 If an infringement exists – or if Telia, at its sole discretion, considers that an infringement is likely to exist – Telia shall, at its own expense, take one of the following actions:

- a) ensure that the Customer retains the right to continue using the Service,
- b) replace the Service with an equivalent service that does not constitute an infringement, or
- c) modify the Service so that it no longer constitutes an infringement, provided that such modification does not cause any material inconvenience to the Customer.

The provisions of the first paragraph, items a) and b), shall apply correspondingly to the Customer's obligation to indemnify Telia if software or other materials provided by the Customer to Telia cause an infringement of third-party intellectual property rights.

If the aforementioned alternatives are not possible on terms that Telia considers reasonable, and Telia cannot reasonably offer the Customer another service, Telia shall have the right, by written notice to the Customer, to terminate the part of the Agreement relating to the Service that causes the alleged or suspected infringement – with immediate effect.

12.4 Telia shall not be liable for any infringement of third-party rights arising from the Customer's use of the Service in breach of the Agreement, from the Customer's own modification of the Service, or from the use of the Service in combination with the Customer's own equipment. The Customer shall indemnify

Telia for all costs, fees, damages, claims and other expenses incurred by Telia because of such modification or use.

12.5 This chapter 12 constitutes an exhaustive regulation of Telia's liability in connection with infringement of third-party intellectual property rights.

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

12.7 Neither Party shall have the right to use the other Party's company name, trademarks or other distinctive signs without the prior written consent of the other Party.

13 Liability

13.1 A Party shall be entitled to compensation for direct damage caused by the other Party, or by someone for whom the other Party is responsible, through negligence. Compensation for indirect damages, such as loss of business profits, wasted expenses or other consequential damages, shall not be paid. A Party's liability is furthermore limited to an aggregate amount per calendar year equivalent to fifteen (15) percent of the annual remuneration for Services performed under the Agreement.

13.2 Notwithstanding the provisions of section 13.1 above, Telia shall not be liable for any damage incurred by the Customer as a result of the content of data or other information transmitted through the use of the Service, or for damage caused by computer viruses or similar. Telia shall also not be liable for any delay, distortion, or loss of data. Furthermore, Telia shall not be responsible for any indemnification obligations the Customer may have towards third parties, except as regulated in chapter 12.

13.3 The annual compensation pursuant to section 13.1 shall be calculated based on the actual fees paid during the twelve (12) months preceding the occurrence of the damage. If the Service has been provided for a period shorter than twelve (12) months, the compensation shall be calculated as twelve (12) times the average monthly fee during the period the Service has been provided.

13.4 The limitations of the Parties' liability for damages as set out above shall not apply in cases of damage caused by intent or gross negligence, in cases of personal injury, in cases of liability arising from mandatory law, or in cases of breach of chapter 24.

13.5 Notwithstanding Section 13.1, the Customer shall indemnify Telia against any claims brought by third parties against Telia arising from the Customer's use of the Service in breach of the Agreement, including but not limited to use for spam, mail bombing, distribution of computer viruses, or illegal content.

13.6 Telia shall be entitled to deduct any liquidated damages or price reductions paid from the compensation for damages, to the extent that such liquidated damages or price reductions have been paid due to the same delay or defect that caused the damage.

14 Complaints, etc.

14.1 In order to be valid, any objection to an invoice must be submitted in writing by the Customer no later than six (6) months from the invoice due date. Regardless of whether an objection has been made, the Customer shall pay the undisputed portion of the invoice amount no later than the due date.

14.2 In order to be valid, any claim for a price reduction, liquidated damages or damages must be submitted in writing by the Customer no later than six (6) months from the time the Fault, delay or damage was discovered or reasonably should have been discovered.

15 Force Majeure

15.1 A Party shall be relieved from liability for damages or from fulfilling a specific obligation under the Agreement if the damage or failure is due to a circumstance beyond the Party's control that prevents, significantly impedes, or delays the

fulfilment of such obligation ("Force Majeure Event"). The same shall apply in the event of delayed deliveries from the Party's subcontractor, if such delay is due to a Force Majeure Event. A Force Majeure Event shall not be deemed to exist in cases where the circumstance merely impedes or delays the Party's obligation to make payment under the Agreement.

15.2 Examples of Force Majeure Events include, but are not limited to, governmental action or inaction, new or amended legislation, labor disputes, blockades, war, riots, sabotage, extreme weather conditions, lightning strikes, fire, explosion, flooding, natural disasters, pandemics, epidemics, shortage of terminals or components, accidents, or cable damage caused by a third party who is not a subcontractor of Telia.

15.3 A Party invoking relief under section 15.1 shall notify the other Party thereof without undue delay. The ground for relief shall be deemed to exist as long as the Force Majeure Event constitutes an obstacle to performance. If the performance of the Agreement is substantially prevented for a period exceeding three (3) months, either Party shall have the right to terminate the Agreement without the other Party being entitled to claim any remedies as a result thereof.

16 Transfer of the Agreement

16.1 Except for the assignment of the right to payment as set out in section 6.8, neither Party may assign the Agreement, in whole or in part, to a third party without the prior written consent of the other Party. However, Telia shall have the right to assign the Agreement to another company within the Telia Company Group or to a third party that has acquired the business providing the Service.

16.2 The withdrawing Customer shall not be liable for obligations arising after the time of the assignment. The acceding Customer shall be jointly and severally liable with the withdrawing Customer for obligations incurred prior to the assignment.

17 Permits

17.1 The Customer is responsible for obtaining any permits required for the use of the Service. If Telia requires a permit to install or maintain cables or equivalent 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 is entitled to amend or supplement these general terms and conditions, as well as other contractual terms applicable to the Service. The Customer shall be informed of such amendment or supplement at least one (1) month before it enters into force. Regarding the Customer's right to terminate the Agreement in such cases, reference is made to the provisions in section 19.5.

19 Termination of the Agreement

19.1 The Customer shall have the right to immediately terminate the part of the Agreement relating to a Service if any of the following circumstances apply:

- a) the Service deviates substantially from what has been agreed, and Telia has not taken corrective action within a reasonable time following written notice from the Customer, or
- b) the Actual Delivery Date of the Service has not occurred within twelve (12) weeks from the Agreed Delivery Date, and the delay is solely attributable to Telia.

19.2 Telia shall have the right to terminate the Agreement, in whole or in part, with immediate effect under the following conditions:

- a) the Customer's connection to a Service has been suspended for at least one (1) month pursuant to sections 7.1 or 7.3,
- b) the Service has been suspended at the Customer's request for at least one (1) year,
- c) the Customer has materially breached its obligations under the Agreement and has not fully remedied the breach within thirty (30) days of receiving written notice from Telia, or

d) the Customer has become insolvent or there is reasonable cause to believe that the Customer may become insolvent.

19.3 If, during the installation of the Service, it becomes apparent that special construction work is required, or if for other reasons the Service cannot be delivered or does not function, both Parties shall have the right to immediately terminate the Agreement in the relevant parts. In such case, the Customer shall not be obliged to pay any compensation for the terminated part of the Service.

19.4 Termination pursuant to sections 19.1–19.3 shall be made in writing and without undue delay after the circumstance invoked has become known to the terminating Party, or when the Party reasonably should have become aware of it.

19.5 If Telia has informed the Customer of a change or modification pursuant to section 3.6, a discontinuation pursuant to section 3.8, a change in fees pursuant to section 6.3 first paragraph, or a change in contractual terms pursuant to section 18.1, the Customer has the right to terminate the Agreement with respect to the affected Service without incurring any additional cost. Termination must be made in writing within three (3) months from the date the Customer received information about the relevant change. If termination is not made within the specified time frame, the Customer shall be deemed to have accepted the changes as outlined in Telia's notice. The Customer's right to termination is conditional upon the Service being classified as a publicly available electronic communications service in accordance with the Electronic Communications Act (LEK). Notwithstanding the above, the Customer's right to terminate the Agreement for the affected Service shall not apply if the amendment or change to the Agreement:

- a) is solely to the benefit of the Customer,
- b) is purely administrative in nature and has no adverse effect on the Customer, or
- c) is necessary to ensure compliance with EU law or national legislation.

19.6 If the Agreement is valid until further notice without a specific termination period, it may be terminated in writing with one (1) months' notice.

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

20.1 Under the Swedish Electronic Communications Act (LEK), certain provisions that grant rights to consumers also apply to micro-enterprises, small businesses, and non-profit organizations, unless they have expressly agreed to waive such rights. These provisions are found in LEK, the Act (2005:59) on Distance Contracts and Contracts Outside Business Premises, and the Marketing Act (2008:486). The relevant provisions concern:

- a) Pre-contractual information requirements (Chapter 7, Section 1 LEK; Chapter 2, Section 2 of the Act on Distance Contracts and Contracts Outside Business Premises; and Section 22a of the Marketing Act),
- b) Maximum contract duration (Chapter 7, Section 8 LEK),
- c) Bundled offers and the applicability of certain provisions to other services or terminal equipment offered together with an electronic communications service (Chapter 7, Section 26 LEK),
- d) Extension of the original contract term when additional services are agreed (Chapter 7, Section 27 LEK).

By entering into this Agreement, the Customer expressly consents to waive the application of the above-mentioned provisions (if they would otherwise have been applicable).

21 Entire Agreement

21.1 The Agreement, including any appendices and these general terms and conditions, constitutes the Parties' complete regulation of all matters covered by the Agreement. All previous written or oral commitments and representations are replaced by the content of the Agreement and its appendices.

22 Notices

22.1 Notices to the Customer may be delivered via the Service, email, SMS/MMS, post or courier.

Notices that, under the Agreement, must be made in writing shall be delivered by courier, post or email to the receiving Party's address as specified in the Agreement.

Notices sent by courier shall be deemed to have been received by the receiving Party upon delivery. Notices sent by post shall be deemed to have been received by the receiving Party no later than three (3) working days after dispatch. Emails and SMS/MMS sent to the email address or phone number provided by the Customer shall be deemed to have reached the Customer on the same day they were sent. Emails sent to the email address provided by Telia shall be deemed to have been received by Telia upon confirmation from Telia.

23 Governing Law and Disputes

23.1 The Parties' rights and obligations in the 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 this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the SCC Arbitration Institute (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. This Agreement shall be governed by the substantive law of Sweden. Notwithstanding the foregoing, either Party shall be entitled to initiate proceedings before a Swedish public court of law or other competent authority, provided that the disputed amount does not exceed one million (1,000,000) SEK.

24 Trade Sanctions and Export Control

24.1 Each Party warrants that neither it nor its group companies, at the time of entering into the Agreement and throughout its duration, directly or indirectly: a) is subject to Sanctions; or b) is owned to at least fifty (50) percent, controlled by, or acting on behalf of or for the benefit of any person who, directly or indirectly, is subject to Sanctions.

"Sanctions" refers to any applicable sanctions regimes that restrict the freedom of action of states, groups or individuals, including sanctions lists issued by the United Nations (UN), the European Union (EU), the United States (US), or any other competent jurisdiction.

Each Party shall immediately notify the other Party of any circumstances that may result in this warranty no longer being fulfilled.

24.2 Services and products covered by the Agreement, including technology, information, equipment and software, may be subject to export control under laws and regulations issued by the United Nations (UN), the European Union (EU), the United States (US), or any other competent jurisdiction ("Export Control Regulations"). These regulations may include restrictions regarding, among other things, export, re-export, resale or transfer.

Each Party, including its group companies, is responsible for complying with applicable Export Control Regulations and Sanctions, and shall not take any action that would cause the Party itself, its group companies or the other Party, directly or indirectly, to breach such regulations or Sanctions.

24.3 In the event of a breach of this chapter 24, the other Party shall have the right to: i) terminate the Agreement and/or suspend the performance of the Services and all orders related to the Agreement, in whole or in part, with immediate effect and without liability or further obligations; and/or ii) claim damages in accordance with chapter 13.