

## **1 Scope**

1.1 These General Terms and Conditions apply when companies within the group, Infracom Group AB ("Infracom"), provides a service ("Service") to an enterprise customer ("Customer"). The Service is further specified in the agreement between the Customer and Infracom ("Agreement").

## **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 Infracom has confirmed the Customer's order in writing or when Infracom has begun to provide the Service to the Customer.

2.2 The Service shall be ordered as specified by Infracom.

2.3 The Customer shall state the current postal address / email address to which the Customer wishes Infracom to send invoices and other notifications.

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

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

2.6 "Actual Delivery Date" means:

- a) the date upon which Infracom 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 Infracom provides the Service in accordance with the Agreement following rectification by Infracom of such deviations from agreed specifications which were the subject of a complaint in writing by the Customer.
- c) a deviation that is only of minor significance for the intended use of the Service shall not however affect the determination of Actual Delivery Date.

2.7 Infracom shall provide the Service no later than the Agreed Delivery Date or, where no Agreed Delivery Date has been agreed, within a reasonable time from the Customer's complete and accepted order.

2.8 Immediately after delivery of the Service, the Customer shall examine the Service and, where applicable, the equipment delivered. The Parties may agree that Infracom shall carry out delivery tests in which case the Customer is responsible for the costs of such tests unless otherwise agreed.

2.9 If the delay is not due to Infracom, or otherwise because of unforeseen events that Infracom could not reasonably have foreseen, Infracom may postpone the Agreed Delivery Date to an appropriate date taking into consideration the circumstances.

## **3 Infracom's provision of the Service**

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

3.2 Infracom will provide the Service on a professional basis and in accordance with the Agreement.

3.3 Infracom is entitled to engage subcontractors in order to fulfil its obligations in accordance

- with the Agreement. In such case, Infracom is liable for the subcontractor's work.
- 3.4 Infracom will continuously develop its Services. Infracom is entitled to amend or modify the Service, provided that the Service's performance or functionality does not deteriorate in more than negligible extent as a consequence of such amendment. Such amendment or modification shall be conducted in such a way as to limit any disruptions. Amendments or modifications to the Service may result in a need for the Customer's own equipment to be adjusted. The Customer is liable for any costs of adaption of its own equipment.
- 3.5 Infracom may make changes to the Service if the use of the Service results in damage or risk of damage to Infracom or any third party, for example, because of the Customer's use in violation of section 5.1 a) – f), or if Infracom is required to change the Service due to a change in law or due to court or governmental decisions. In such case, the Customer will be informed as soon as possible.
- 3.6 Infracom may discontinue the Service, if Infracom replaces the Service with any other service of equivalent technical performance and functionality. Infracom 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 Infracom's Network or due to technical limitations, it may not be possible to use certain Services and certain equipment at all locations.
- 3.8 Infracom will take measures concerning Infracom'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.
- 3.9 Infracom has the right to limit the availability of the Service to the extent necessary for expansion or otherwise for technical, maintenance, or operational purposes. Infracom shall in such case seek to minimize the interruption period and take the measures necessary for the Customer to cause the least possible inconvenience. Infracom shall to the extent possible inform the Customer of any planned interruptions. If a service fixed time for periodic maintenance has been agreed, this will be stated in the Agreement.
- 3.10 Infracom allocates to the Customer subscription number, passwords, and other codes ("Identification Data") that are necessary for using the Service. Infracom may change the Identification Data for technical, operational or other specific reasons, or due to regulations or decisions issued by public authorities. The Customer shall be notified of such changes without delay. The Customer shall have no rights to Identification Data after the termination of the Agreement, unless otherwise agreed to in writing between the Parties, or permitted by law.
- 3.11 The Customer's right to use the Service in another operator's network within EU/EEA without surcharge (so called "Roam Like At Home"), is specified for each Service. In such case, Infracom has the right to limit the available data volume according to the EU regulation. Any limitations of the data volume (so-called "Fair Use Policy" or "FUP") . Further, the Customer's right to Roam Like At Home is limited to temporary use of thirty (30) days. If such use is not temporary, Infracom reserves the right to charge the Customer a surcharge according to the current roaming tariff or discontinue roaming. For more information of Roam Like At Home and limitations, see Infracom's website [www.infracom.se](http://www.infracom.se).
- 3.12 Infracom discloses the name, address and telephone numbers attributable to the Customer to companies providing directory inquiry services. The directory inquiry services company is then responsible for the processing of this data after the said disclosure. The

Customer has the opportunity to oppose such a disclosure by providing written notice to Infracom.

#### **4 Troubleshooting**

4.1 "Faults" means that the Customer is unable to use the Service in accordance with the Agreement. Incidents, which do not prevent the Customer from using the Service, or that are only of minor significance for the Customer are not classified as a Fault for the purposes of the Agreement. Infracom must remedy Faults in accordance with the terms in the Agreement, or, if the Agreement does not contain fault management provisions, within a reasonable time. Infracom is responsible only for Faults due to Infracom. For example, Infracom 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 Infracom's control and unless it may reasonably be considered that Infracom 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 (e.g. incorrect or negligent use of the Service or change of the Customer's equipment performed by a party other than Infracom), Infracom will be entitled to compensation from the Customer. Compensation may be required for work resulting from the Customer's fault notification, in accordance with Infracom's

price list applicable from time to time. The same applies if Infracom finds, after investigation, that no Fault exists.

4.3 If the Service could not be used due to a Fault in the Service that is due to Infracom, 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 Infracom. 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.

#### **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 Infracom or any third-party;
  - b) cause disruptions to Infracom's Network or the Service, such as via mass calls or 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) is otherwise in conflict with law, or a public authority's regulations or decisions, good practice or Infracom's current provisions for the Service applicable at any time, such as "Specific Terms of the Service"
- 5.2 The Customer shall keep 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 shall

ensure that Customer Facilities comply with applicable laws and governmental regulations such as climate requirements and requirements for electrical connection. In addition, the Customer shall be responsible for any costs for the use of electricity needed for the use of the Service. The Customer is also responsible for the consumption of electricity needed for use of the Service.

- 5.3 When connecting the Service to Customer Facilities, the Customer shall comply with Infracom's instructions as applicable from time to time, so that no inconvenience or damage occurs to Infracom or third parties. The Customer undertakes to immediately on Infracom's request to disconnect such Customer Facilities from the Service that is causing disruption in Infracom's Network or in the Service, or gives rise to alleged or feared infringement and thereafter to keep such Customer Facilities disconnected according to Infracom's instructions.
- 5.4 The Customer shall, without charge, give Infracom access to Customer Facilities to the extent necessary for Infracom's provision of the Service and shall also otherwise to the best of its ability, assist Infracom 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 username, password, PIN code, etc. "Cards" means SIM-cards and other cards that Infracom 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. The Customer is responsible to Infracom for all use of the Service. The Customer is however not liable for unauthorized use of the Service that occurred after Infracom, 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.

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

## **6 Fees and payment terms**

- 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 Infracom's price list as applicable from time to time. 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 If the Service is used to pay services from third party service providers, with whom Infracom has a payment brokerage agreement with, the Customer shall be responsible for the complete payment charged by Infracom.
- 6.3 Infracom has the right to change its fees for the Service. If such change is to the disadvantage of the Customer, Infracom shall notify the Customer in writing within thirty (30) days in advance. The Customer has the right within thirty (30) days of such notice to terminate the affected Service in writing with effect from the date the price increase would have entered into force. If such notice of termination is not given, the Customer is deemed to have approved the new fees. However, a price increase that is due to an amended provision of law or because of judicial or administrative decisions enters into force no later than at the same time as the provision or the decision enters into force.
- 6.4 The Customer shall pay invoices within thirty (30) days from the invoice date, unless otherwise agreed. Advance payment under section 6.9 shall be made no later than the date specified by Infracom.

- 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 Infracom, 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, Infracom 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 Infracom 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 Infracom has discontinued or limited the Service in accordance with section 7.1 or section 7.3, first sentence. Infracom has the right to charge a separate fee for re-opening a discontinued or limited Service.
- 6.9 Infracom 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. Infracom is furthermore entitled to set off advance payments or pledged security against its outstanding receivables, including the costs stated in section 6.7.
- 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 Infracom may discontinue or limit the Service if:
- a) the Customer does not sign a written agreement with Infracom, 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 is in breach of its undertakings according to any of sections 5.1 – 5.8 or 12.1, or;
  - e) the Customer otherwise uses the Service in conflict with the Agreement, despite Infracom's written notification.
- 7.2 Discontinuation or limitation in accordance with section 7.1 must not take place in minor cases or if the Customer has made rectification.
- 7.3 Infracom must discontinue the Service if the Customer so requests. Infracom is entitled to discontinue the Service if Infracom's liability is based on law, or the regulations or decisions of public authorities. The Customer shall be informed of such discontinuation with sixty (60) days' notice, if possible. Infracom may also discontinue the Service if Infracom recognizes that it is necessary for security reasons.

## **8 Customer Premises Equipment**

- 8.1 "Customer Premises Equipment" means equipment (including software) provided by Infracom 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 Infracom'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 Infracom's prior written consent. The Customer may not, without Infracom'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 Infracom 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 Infracom should such access occur.
- 8.4 Upon termination of the Agreement, Infracom has the right to remove the Customer Premises Equipment. The Customer must provide Infracom with reasonable assistance and after five (5) working days' advance notice give Infracom access to the premises where such equipment has been installed for dismantling and removal. Infracom 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 Infracom cannot remove at the termination date for reasons attributable to the Customer.

## **9 Processing of Personal Data etc.**

- 9.1 Each Party may act as a controller for the personal data governed by the Agreement. Infracom may also act as processor for personal data for which the Customer is controller. For personal data for which Infracom is controller, section 9.2 below applies and for personal data for which the

Customer is controller and Infracom is processor, sections 9.3 – 9.11 below apply.

- 9.2 In this chapter 9, processing, personal data, controller, and processor shall have the same meaning as set out in applicable legislation on personal data (primarily the Data Protection Regulation/GDPR).
- 9.3 In providing Services according to the Agreement, Infracom may process personal data for which Infracom shall be considered controller according to applicable legislation on personal data. Infracom's Privacy policy contains information about which types of personal data Infracom may process as controller, the type of processing, the purpose and the legal basis for the processing, the retention time of the data, and the right of Users to, inter alia, information, rectification, erasure and make objections.
- 9.4 In order for Infracom as controller to be able to fulfil its obligations regarding information and data subjects' rights pursuant to Articles 12 - 21 of the GDPR, the Customer shall, upon Infracom's request, provide information that allows Infracom to identify Users who request to exercise such rights and provide information to such Users. The Customer is responsible for ensuring that the information about the Users is accurate and that the information is promptly provided in accordance with Infracom's instructions.
- 9.5 In providing the Services according to the Agreement, Infracom may also process personal data for which the Customer shall be considered controller in accordance with applicable legislation on personal data. In such a case, Infracom is processor regarding such information. What is stated in sections 9.3 - 9.11 below shall only refer to personal data for which the Customer is controller and Infracom is processor. Sections 9.3 - 9.11 below shall not apply where the Parties have entered into a separate data processing agreement.
- 9.6 The Customer is responsible for processing personal data in accordance with applicable

legislation on personal data. Infracom undertakes to process personal data only in accordance with law, the Agreement and the Customer's written and agreed instructions. Infracom shall not process personal data beyond what is necessary to perform and provide services under the Agreement.

- 9.7 Infracom shall take the agreed technical and organizational measures to protect personal data. The measures shall provide a level of security appropriate to the risk in accordance with Article 32 of the GDPR.
- 9.8 Infracom is entitled to receive compensation from the Customer for reasonable direct costs in connection with the implementation agreed changed instructions and security requirements.
- 9.9 Infracom shall refer to the Customer if a data subject or any third-party requests access to the Customer's personal data processed under the Agreement. The foregoing sentence shall not apply where Infracom is required by law to disclose such information.
- 9.10 Infracom shall notify the Customer without undue delay of a personal data breach of the Customer's personal data in accordance with Article 33 (2) of the GDPR.
- 9.11 Infracom shall allow the relevant authorities to conduct inspections and audits that such authorities are entitled to conduct according to the law regarding the personal data.
- 9.12 Infracom may use sub-processors to process personal data ("Sub-processors") within and outside the EU/EEA. If Infracom uses Subprocessors, Infracom will enter into a written agreement with such Sub-processor, according to which such Sub-processor as a processor undertakes to comply with terms corresponding to those specified in sections 9.3 - 9.11 below. If personal data will be transferred to a country outside the EU/EEA, Infracom shall ensure that there is a valid transfer mechanism in place for the transfer, for example, by using the European Commission's standard contractual clauses for

the transfer of personal data to countries outside the EU/EEA or any other valid transfer mechanism.

- 9.13 Upon termination of the Agreement, Infracom shall, at the request of the Customer, delete all personal data within six (6) months. The foregoing sentence does not apply where Infracom 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 do not prevent a Party from disclosing Confidential Information when such is required by law or by a decision of a court or public authority. Nor does section 10.1 prevent Infracom from processing or disclosing any Customer Data and Traffic Data in accordance with applicable law or granted consent.
- 10.3 The recipient Party may disclose Confidential Information only to such employees, members of the Board of Directors, consultants and subcontractors 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.

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

## **11 Intellectual Property**

- 11.1 The Customer is not entitled to use Infracom's name, trademark, copyright, or other intellectual property right, unless specifically stated in the Agreement. All intellectual property rights provided by Infracom, are and remains Infracom's or their licensor's property, unless the Parties agree otherwise. Infracom has the ownership of all materials and all results, independent of the media, that emerges during the term of Agreement. All copyrights, patents or other intellectual property rights pertaining to the Service belong to Infracom. The Customer obtains a non-exclusive and non-transferable right to use the intellectual property rights provided to the Customer, in connection with the Customer's use of the Service. The Customer shall not be entitled, unless approved in writing by Infracom, 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.
- 11.2 This chapter fully governs Infracom's entire liability in respect of infringement of third-party intellectual property rights.
- 11.3 The above provisions of this chapter regarding the Service shall also apply accordingly to Infracom's Network and to Customer Premises Equipment.
- 11.4 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, or other consequential loss. A Party's total liability is further limited for each full year to an amount corresponding to fifteen (15) per cent of the annual remuneration paid for Services provided under the Agreement.

- 12.2 Notwithstanding the provisions of section 13.1 above, Infracom 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 Infracom be liable for the Customer's liability to any third party, other than those referred to in chapter 12.
- 12.3 The annual remuneration referred to in section 13.1 is calculated at the actual fees paid for the twelve (12) months preceding the date of damage occurring, or, if the Service at the date of damage has been provided for a period of less than twelve (12) months, at twelve (12) times the average monthly fee for the period under which the Service was provided.
- 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 13.1, the Customer shall indemnify Infracom for any claims by any third party directed against Infracom, 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 Infracom is entitled to set off any liquidated damages paid against the damages payable to the extent the liquidated damages have been paid as a consequence of the same delay or Fault which has caused the damage.
- 12.7 The Customer may not, during the validity period of the Agreement and for a period of



six (6) months thereafter, without InfraCom's written consent, actively work to cause employees of InfraCom to terminate their employment with the employer in order to transfer to the Customer or another business with InfraCom's competition or in any other way deliver their services to the Customer. If the Customer violates this provision on the prohibition of recruitment, the Customer shall, for each individual breach of contract, be issued with a penalty payable to InfraCom for an amount corresponding to the employee's agreed fixed salary per month multiplied by twenty-four (24). If the damage incurred by InfraCom as a result of the Customer's breach of contract in this respect exceeds the stated amount, InfraCom is instead entitled to compensation corresponding to the size of the damage.

### **13 Complaints etc.**

13.1 Begäran om prisavdrag, vite eller skadestånd eller invändning mot en faktura ska, för att kunna göras gällande av Kunden, framställas skriftligen senast två (2) månader efter det att Felet, förseningen eller skadan upptäckts eller bort upptäckas, eller efter förfallodagen.

### **14 Force majeure**

14.1 A Party shall be released from liability and other sanctions if fulfilment of a certain obligation is prevented or significantly obstructed, due to an event beyond the Party's control. Force majeure events mean e.g. labour conflict, lightning, fire, pandemic, authority regulation or decision, fault in other operator's network, a general shortage of transports, goods or energy or other similar events. If fulfilment of the Agreement is impeded for a period longer than three (3) months, due to an event described above, the Customer is entitled to immediately terminate the affected Service (in writing). This special termination right applies, as long as the event persists, and presumes that the Customer has requested Infracom of fulfilment, in writing, at

the latest seven (7) workdays, before the termination.

### **15 Assignment**

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, Infracom has the right to transfer the Agreement to another company within the group, Infracom Group AB or to a third party that has acquired the business which has provided the Service.

### **16 Amendments**

16.1 Infracom 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.

16.2 Notwithstanding section 18.1, Infracom 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.

16.3 Infracom'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.

## 17 Termination of the Agreement

17.1 Infracom may with immediate effect terminate the Agreement:

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

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

17.3 Termination under sections 17.1 – 17.2 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.

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

## 18 Governing law and disputes

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

18.2 Any disputes regarding the interpretation or

application of this Agreement shall be subject to final decision by settlement or arbitration in accordance with "Stockholms Handelskammars Skiljedomsinstitut" rules on settlement and arbitration. The language for the procedures 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.