

1. General

- 1.1 These general terms and conditions apply to Bredband2 AB's, company registration number 556424-8747, ("Bredband2"), provision of one or more of Bredband2's services ("Service/s") to a company or another legal entity ("Customer").
- 1.2 The Agreement between the Customer and Bredband2 (the "**Customer Agreement**") comprises:
- a) A Contract Document signed by the Customer and Bredband2 or, where the Customer agreement is concluded electronically, the Customer's order, accepted by Bredband2;
 - b) A description of the services ("**Service Description**")
 - c) Bredband2's specific terms and conditions for the Service, if any;
 - d) A description of the level at which the Service shall be delivered (the "**SLA**"), when the Customer Agreement includes guaranteed service levels;
 - e) A Consultancy Specification in accordance with clause 10, where consulting services have been ordered by the Customer; and
 - f) These general terms and conditions.

In the event of conflict between the above mentioned documents, they shall prevail in the order of priority set out above.

- 1.3 The Service is ordered either by the Customer and Bredband2 signing the Contract Document, or via the order form on Bredband2's website 'www.Bredband2.com' (the "**Website**"). The Customer Agreement shall be deemed to have been concluded at the earlier of the Contract Document having been signed by both parties and Bredband2's acceptance of the Customer's order or supply of the Service. Bredband2 shall under no circumstance be obliged to enter into an agreement. A signed agreement shall always be drawn up at Bredband2's request.
- 1.4 Bredband2 reserves the right to perform a credit check of the Customer within thirty (30) days of receipt of the Customer's order for a Service. If, in Bredband2's judgement, the credit check shows that the Customer is not likely to fulfil its obligations towards Bredband2, then Bredband2 has the right to cancel the Customer Agreement with immediate effect without liability to compensate the Customer.
- 1.5 The "**Agreed Delivery Date**" means the date from which the Service shall be delivered under the Customer Agreement. Bredband2 has the right to move the Agreed Delivery Date if events occur that Bredband2 could not reasonably have foreseen, or if conditions on the Customer's side cause delay. If an Agreed Delivery Date has not been agreed, then the Service shall be delivered within a reasonable period from acceptance of order. Any delivery dates or lead times that have not been designated as "Agreed Delivery Date" by Bredband2, shall be regarded as preliminary delivery dates.

- 1.6 The Customer shall test all components of the Service immediately after supply, and submit a complaint regarding any discrepancies from the agreed requirements. Unless otherwise agreed between the parties, the Customer shall bear the costs of delivery testing. Upon the occurrence of an actual delivery date, Bredband2 will normally send a commencement report or a letter of welcome to the Customer. Unless the Customer notifies Bredband2 in writing within two (2) working days of receipt of such report or letter that the Service has not been installed as agreed in the Customer Agreement, the Customer shall be deemed to have accepted the installation of the Service.

- 1.7 If the Service is used for payment of goods or services provided by a supplier who has entered into a payment service agreement with Bredband2, clause 8 ("Fees and Payment") below shall be applied to such purchase. In other respects, such purchase of services or goods shall be governed by the agreement between the supplier and the Customer. If the Customer wishes to submit a complaint regarding such goods or services, the Customer shall communicate directly with the supplier.

2. Provision of Service

- 2.1 The contents of the Service are set out in the Service Description or the Consultancy Specification.
- 2.2 Bredband2 shall supply the Service in a professional way in accordance with all requirements following from the Customer Agreement. The SLA is part of the Customer Agreement where clearly expressed in the Customer Agreement.
- 2.3 Bredband2 has the right to use sub-contractors to fulfil its obligations under the Customer Agreement. Bredband2 is liable for the work of the sub-contractor as for its own work.
- 2.4 Bredband2 is not liable in the event Service fails to fulfil the Service Description, SLA or any other agreed requirements, or for any delays;
- a) Owing to faults or defects outside Bredband2's own network and equipment, such as an interruption or delay in the internet or disruptions to the general communication network;
 - b) Owing to third party hardware or software, or for software that is not supplied by Bredband2 as part of the Service;
 - c) That can reasonably be attributed to actions or omissions on the side of the Customer, its end customer's, or their respective sub-contractors;
 - d) That cannot be remedied by Bredband2 on the grounds that the Customer or its end customer refuse to provide or allow access to their network or equipment for installation, inspection or repair;
 - e) Occurring in connection with planned maintenance or service;
 - f) Caused by an event of force majeure in accordance with clause 20 below;

- g) Caused by the property owners, landowners or local authorities obstructing or delaying Bredband2's connection of the Customer or its end customer; or
 - h) Caused by a defect in network infrastructure that Bredband2 could not reasonably have foreseen when the Customer Agreement was concluded.
- 2.5 Bredband2 is not liable for interruptions to, disruptions to or reduction in quality owing to any of the circumstances set out in clause 2.4, or similar circumstances. However, Bredband2 shall perform work under clause 2.4 e) without delay in order to mitigate any interruptions or disruptions. If a planned interruption is expected to exceed eight (8) hours then the Customer shall be informed via the Website.

3. Data Communication

- 3.1 If the Service consists of the provision by Bredband2 of an internet connection and/or a communication line with a certain stated transmission speed, Bredband2 cannot guarantee that the Customer will be able to reach the maximum stated speed, as the actual speed may be restricted by circumstances beyond the control of Bredband2, for example the distance between the location where the Customer uses the Service and the relevant telephone exchange, the Customer's own equipment (such as firewalls, RadioLAN, computers, operating system etc.), equipment or objects that might limit signal strength (such as for example the thickness of walls in the vicinity of the location where the Service is used), and also temporary conditions such as high load on the network or weather. Due to the distributed structure of the internet, Bredband2 is not able to guarantee the speed outside of its own network.
- 3.2 Bredband2 will only remedy disruptions or interruptions in the local network in the property where the Service is used if Bredband2 has undertaken such an obligation in an agreement with the property owner. Bredband2 is not obliged to notify the property owner of any interruptions in or faults on the network.
- 3.3 If Bredband2 supplies equipment (including software) for use of the Service, which is placed at the premises of the Customer or the Customer's end customer ("**Customer Premises Equipment**"), then such equipment shall only be used for the intended purpose of receiving or using the Services. The equipment shall not be changed, modified or disposed of (for example loaned out, hired out, used as security or sold) in any other way than that set out in the Customer Agreement and in Bredband2's instructions.
- 3.4 The Customer bears the risk of Customer Premises Equipment from the time of delivery to the Customer until it is returned to Bredband2. The Customer undertakes, during the term of the agreement and for six (6) months thereafter, to maintain adequate insurance that covers Customer Premises Equipment, and shall provide written evidence of this upon request by Bredband2.

- 3.5 Customer Premises Equipment shall be maintained in accordance with Bredband2's instructions. The Customer is not afforded any title or other right to any part of the network, installations or other equipment used by Bredband2 in order to supply the Service. Customer Premises Equipment shall be returned to Bredband2 upon request, and in accordance with Bredband2's instructions, by the expiry of the Customer Agreement.

4. Colocation, hosting, etc.

- 4.1 Where the Service involves colocation/hosting, it means that the Customer uses Bredband2's Equipment. "**Bredband2's Equipment**" means hardware and software that is owned, hired, leased or licensed by Bredband2. Bredband2 is responsible for the maintenance and support of Bredband2's Equipment as necessary to fulfil the Customer Agreement. The Customer undertakes to comply with the specific license and other terms and conditions that apply to Bredband2's Equipment. These terms and conditions will be provided by Bredband2 on request or will be available on its Website.
- 4.2 In the event that the Customer installs software on Bredband2's Equipment, the Customer guarantees that the Customer has the license to do this, and shall on Bredband2's request present written evidence to prove that this is indeed the case.
- 4.3 In the event that the Service requires Bredband2 to maintain or administer Customer Equipment, the Customer shall guarantee that Bredband2 has permission to use the Customer Equipment and has access to those resources (such as, for example, license keys, documentation, necessary information and data) that are required to perform the agreed tasks under the Customer Agreement. The term "**Customer Equipment**" means hardware and software, including data or other equipment that is owned, hired, leased or licensed by the Customer or its end customer.
- 4.4 In the event that the Service involves Bredband2 providing space in a Data Centre for Customer Equipment, then the space provided shall only be used for installation, storage and maintenance of Customer Equipment, along with storage and processing of data traffic. Unless otherwise follows from the agreement referred to in clause 4.7, then the Customer shall only have remote access to such space.
- 4.5 The Customer bears the risk of Customer Equipment. Bredband2 has no obligation to keep Customer Equipment insured. Unless it otherwise expressly follows from the Customer Agreement, then Bredband2 has no responsibility for the operation or maintenance of Customer Equipment, including, for example, correct licensing, support, or maintenance of hardware and software.
- 4.6 Bredband2 may at any time inspect Customer Equipment that is stored in Bredband2's Data Centre.

In the event that such equipment is a risk to, or has an influence on, security or operational performance for Bredband2's other activities, then Bredband2 has the right to uninstall the equipment or to take any other measure that Bredband2 considers necessary in order to restore security or operational performance. The Customer shall be notified of any measures by Bredband2 in regard to Customer Equipment as soon as possible. The Customer is liable for all costs to reinstall Customer Equipment that has been uninstalled in accordance with this clause.

- 4.7 The Customer's access to Customer Equipment shall be regulated by a separate agreement with Bredband2 and shall always occur in the presence of a representative from Bredband2. When gaining access to Bredband2's Data Centre, the Customer shall at all time comply with Bredband2's security regulations that are in force. Bredband2 can restrict the Customer's access according to this clause on reasonable grounds.

5. Troubleshooting and Support

- 5.1 Customer support from Bredband2 is available via Bredband2's Customer Service in accordance with the contact information and times indicated on the Website.
- 5.2 "Fault" means that the Customer cannot use the Service in accordance with the Customer Agreement, and it cannot be deemed as a minor discrepancy. The Fault shall be reported via Customer Service unless otherwise specifically stated, for example in the Customer Agreement or on Bredband2's invoice to the Customer.
- 5.3 Faults due to Bredband2 shall be remedied without delay from the time it was reported to Customer Service, and without cost for the Customer unless otherwise follows from the Customer Agreement.
- 5.4 Bredband2 is not liable for Faults that can be attributed to any event referred to in clause 2.4. Even where Bredband2 is not liable for a Fault, and provided there are available resources, Bredband2 shall, upon the Customer's demand, assist the Customer with Fault repair against compensation in accordance with Bredband2's price list as applicable from time to time.
- 5.5 In the event that troubleshooting shows that the Fault is caused by a problem in the network or equipment supplied by the Customer, its end customer or their respective sub-contractors, or has been caused by the Customer, its end customer or their respective sub-contractors, Bredband2 reserves the right to charge all reasonable direct costs that Bredband2 incurs in troubleshooting and correcting the reported Fault.

6. Customer Environment

- 6.1 The Customer shall have and be liable for the premises, computers, network cards and other equipment, and potential consents along with software

etc that are not part of the Service but are necessary for the Customer's use of the Service ("Customer Environment"). Bredband2 shall have access to the Customer Environment to the extent necessary to supply the Service.

- 6.2 Bredband2 is not responsible for installing the Service in the Customer Environment, but only to supply the Service to the connection point nominated by Bredband2.
- 6.3 If required, it is the Customer's responsibility to supply space and power for Bredband2's equipment at the location where the Service shall be delivered. The Customer shall also obtain and pay for any consents that may be necessary for Bredband2's connection to and within the property (as from the property boundary) where the Service shall be supplied; likewise for consent that may be necessary to maintain cables or other equipment up to the connection point.
- 6.4 The Customer shall comply with any technical instructions and other directions from time to time provided by Bredband2 concerning the Service and Customer Environment. The Customer accepts that connection to Bredband2's Service must be made in accordance with Bredband2's directions, in order that the agreed Service functionality is provided.
- 6.5 Unless otherwise agreed between the parties in writing, Bredband2 shall not be responsible for evaluating the Customer's requirements in relation to space, equipment, data and data transfer capacity, or the use of any such items. The Customer is responsible for its own choices and decisions in this regard.
- 6.6 In the event of any disruptions caused by the Customer's or its end customer's equipment, the Customer undertakes to disconnect the equipment that caused the disruption immediately.

7. The Customers use of the Service

- 7.1 The Customer may only use the Service for its own use for the purposes set out in the Customer Agreement, unless it is expressly stated that the Customer may provide an end customer or other person a right to use the Service. The Customer may not resell or otherwise commercialise the Service.
- 7.2 The Customer is responsible for the use of the Service, which in particular means that when using the Service, none of the users of the Service:
- Will attempt to gain unauthorised access to other parts or resources within the network or Bredband2's Equipment, or to install harmful computer code;
 - Will cause other users or Bredband2 any inconvenience, for example through mass calling or mass dispatch of unsolicited mail (so called "spam"), or by spreading a computer virus. Such inconvenience may also arise due to the

- Customer's use of faulty equipment or incorrect connection of equipment to the Service (such as an incorrectly connected router). For this reason, the Customer must specifically ensure that the correct equipment is used and the equipment is used in the correct way;
- c) Will infringe Bredband2's or a third party's copyright or any other intellectual property rights;
 - d) Will use the Service in a way that is contrary to law or government regulations or decisions; or
 - e) Will use the Service in a way that is contrary to generally accepted practices or general ethical rules for internet users (so called "netiquette").
- 7.3 The Customer shall ensure that user identification and password data is stored in a way that prevents unauthorised access. If the Customer suspects that someone has obtained unauthorised knowledge of a password, then the Customer shall immediately inform Customer Service.
- 7.4 The Customer is liable for all transferred information, as well as for any material published via internet access or stored on servers included in the Service.
- 7.5 If Bredband2 has reasonable grounds to suspect that a crime, the preparation for a crime or an attempted crime has been committed, or that there has been a breach of clause 7.2 above, then Bredband2 has the right to take any necessary measures to prevent the distribution of and/or delete unlawful data or use thereof without prior notification or obligation to pay compensation to the Customer. Upon the lawful request of either the courts or the authorities, the rights of Bredband2 set out above, also include the authority to provide documents or information to said courts or authorities.
- 7.6 A request from the Customer to change the address to which the Service is supplied shall be submitted to Bredband2 a minimum of one (1) month before the change shall take effect, failing which the Customer is liable for any unauthorised use of the Service and any costs that Bredband2 incur. Bredband2 shall notify the Customer in writing in the event that Bredband2 is unable to supply the Service to the new address, or of any terms that have been amended due to the change of address. Unless otherwise agreed between the parties, Bredband2 has the right to charge the Customer for the Service up to the expiry of the Customer Agreement even if Bredband2 cannot supply the Service to the new address.
- 7.7 Bredband2 is not obliged to fulfil its obligations under the Customer Agreement unless the Customer fulfils its obligations under the Customer Agreement. For example, if the Customer has outstanding payable debt as towards Bredband2, then the Customer has no SLA for the Service, no right to Fault repair or agreed compensation for possible Faults or delivery delay. Bredband2 reserves the right to introduce any reasonable conditions to any continued delivery of the Service.
- 7.8 The Customer has full liability, as for itself, for the compliance by the Customer's end customer and other users of the Service on the side of the Customer, of the provisions of the Customer Agreement.
- 8. Fees and Payment**
- 8.1 Unless specific prices have been set out in the Customer Agreement, the Customer shall pay the fees for the Service in accordance with Bredband2's price list as applicable from time to time. The fees become payable when Bredband2 first makes the Service available to the Customer, irrespective of whether the Customer has procured any services from other suppliers necessary for the operation of the Service, and irrespective of whether the customer in other respects is ready to use the Service.
- 8.2 The invoice shall state the amount owing from the Customer to Bredband2, which amount includes those invoicing and administrative fees that Bredband2 has the right to charge according to the applicable price list. VAT and other possible taxes are set out in the invoice and shall be paid by the Customer.
- 8.3 Unless otherwise expressly stated in any of the other documents included in the Customer Agreement, the following principles shall apply to invoicing;
- a) Non-recurring fees are invoiced as from the actual delivery date of the Service;
 - b) Fixed fees are invoiced quarterly in advance;
 - c) Variable fees and compensation for any ordered consulting services shall be invoiced monthly in arrears; and
 - d) Where the Service comprises several components (for example several connections, ports etc), invoicing for each component of the Service shall commence on the delivery date for each respective component.
- 8.4 Bredband2 may invoice the Customer a fee in arrears in the event that it has not been possible to invoice in accordance with clause 8.3.
- 8.5 In the event that the Agreed Delivery Date or the preliminary delivery date is delayed, and the delay can reasonably be attributed to actions or omissions by the Customer, its end customer or a third party appointed by the Customer or its end customer, Bredband2 has the right to invoice applicable charges from the day the Service should have been ready for commissioning if the delay had not occurred
- 8.6 In the event that Bredband2 incurs additional costs that are attributable to the Customer (for example local property network, patch cable etc), Bredband2 may charge the Customer for such additional costs.
- 8.7 The Customer shall pay invoices within twenty (20) days from date of invoice. The due date shall be specified on the invoice. Late payment will be subject to interest and, as the case may be, administration

- fees for reminders and debt collection in accordance with law.
- 8.8 Bredband2 has the right to assign its right to payment under the Customer Agreement to another party.
- 8.9 Any complaints regarding an invoice must be made within eight (8) days from the date of invoice, failing which the Customer shall be deemed to have approved the invoice.
- 8.10 In the event that the Customer transgresses the agreed use of the Service, continues to use the Service after it should have expired, or uses the Service in a way that exceeds what has been agreed between the partners, Bredband2 reserves the right to invoice the Customer for such use.
- 8.11 In the event that the Customer fails to pay an invoice by the due date on at least three (3) occasions during a rolling six month period, Bredband2 reserves the right to change the terms of payment to two quarters in advance.
- 8.12 In the event that the Customer, despite a reminder and suspension of the Service, fails to pay a due and payable invoice, Bredband2 has the right to invoice any further sums for the Service not yet invoiced.
- 8.13 If it appears justified as a result of a credit check, Bredband2 may, during the term of the agreement, request advance payment or demand security from the Customer for the due fulfilment of the Customer. Interest shall not accrue on advance payments. Furthermore, Bredband2 has the right to use the corresponding sums of advance payments or any security provided to settle any debts to it that are due, payable and outstanding, including such interest and fees set out in clause 8.7.
- 8.14 Any repayment of fees or other sums to the Customer will primarily be made through settlement against future invoices, and thereafter by cash payment.
- 9. Suspension of Service**
- 9.1 Bredband2 may suspend, restrict, disconnect or bar the Customer's or its end customer's, as the case may be, access to the Service and/or move equipment, data and cabling from Bredband2's network, installations, equipment and/or premises without any prior notice or obligation to pay compensation:
- a) Where this is required as a result of an order by an authority or a court or necessary for Bredband2 to fulfil its obligations under any applicable legislation;
 - b) If the Customer breaches any of its obligations under clauses 7.1 – 7.4 above or clause 13 below;
 - c) If the Customer fails to fulfil a material obligation in the Customer Agreement and does not remedy the failure within fourteen (14) days from receipt of a written request to remedy the failure, which request shall include information to the effect that failure to comply with the request might lead to suspension of service;
- d) If the Customer fails to pay any billed, outstanding amount within eight (8) days of a written reminder;
- e) If the quality or availability of Bredband2's services to other customers, or the security to a person or property, is impaired or threatened to become impaired due to equipment used on the Customer's side or due to an act or omission on the Customer's side;
- f) If the Customer becomes insolvent;
- g) If the Customer has not submitted a signed Contract Document to Bredband2 in due time in accordance with clause 1.3; or
- h) If equipment used for/by the Customer is subject to an unauthorised attack, infringement or manipulation by an unauthorised third party.
- 9.2 The Customer is not entitled to any reduction of fees or other compensation during suspension of Service. Unless there is cause to terminate the Service, Bredband2 shall re-activate the Service within one (1) day of the Customer demonstrating that its use of the Service in breach of the agreement, or the circumstance under clause 9.1 (h) is no longer at hand.
- 9.3 Where the Service has been suspended in accordance with clause 9.1, Bredband2 has the right to charge the Customer a fee of up to SEK 10,000 to re-connect the Customer, or, as the case may be, its end customer, to the Service.
- 10. Consulting services**
- 10.1 If the parties have agreed that Bredband2 shall perform consulting services, these services shall be performed by providing a consulting resource. The consulting services shall be ordered and performed as detailed in the agreed specification of the consulting services (the "**Consultancy Specification**").
- 10.2 Consulting services are ordered by an authorised signatory for each party signing the Consultancy Specification or otherwise accepted it in writing.
- 10.3 Consulting resources means that Bredband2 will provide a consultant of the category ordered by the Customer in the Consultancy Specification. The ordered consulting resource shall provide the Customer with the assistance or support requested by the Customer within the scope of the stated competence. The consulting services will be carried out in accordance with the Customer's instructions. Unless otherwise specifically agreed, Bredband2's liability shall be restricted to having the ordered consulting resource available to the Customer on working days (excluding public holidays) between the hours of 08:00 and 17:00.
- 10.4 Unless otherwise specifically agreed, Bredband2 shall perform the consulting services on a running account on the basis of Bredband2's hourly rate as applicable from time to time.

- 10.5 In addition to the hourly rate, the Customer shall also compensate Bredband2 for documented costs for travel and accommodation etc incurred as a result of the consulting services.
- 10.6 Bredband2 also has the right to compensation for time spent travelling at fifty (50) per cent of the hourly rates referred to in clause 10.4.
- 11. Price Reduction and Penalties in respect of Faults and Delays**
- 11.1 Unless otherwise follows from the Service Description or SLA, the Customer shall have the right to request a price reduction if the Service has been unavailable or unusable due to a Fault for which Bredband2 is liable during a consecutive period of at least ten (10) days from the time of the Customer's fault report to Customer Service.
- 11.2 The size of the price reduction under clause 11.1 shall be determined on the basis of the duration of the Fault and its effect on performance or functionality in comparison to the price for the affected Service. Such duration shall be calculated in days (of 24 hours) from the time of the Customer's fault report to Customer Service until such time as the Service is available or usable again. The maximum price reduction per month shall be equal to the sum of the monthly fee for the faulty Service. If an incident should affect several Services, the price reduction shall be applied only to the Service that is subject to the highest fee.
- 11.3 A price reduction shall be settled by a reduction in the next following invoice from Bredband2.
- 11.4 A price reduction under clause 11.1 shall not be applied if, in the Customer Agreement, the parties have agreed a penalty or other specific sanction for delays or failure to fulfil the SLA. Other than the price reduction, or penalty, as the case may be, no compensation is payable for Faults, interruptions or disturbances to or delays in the Service.
- 12. Damages**
- Bredband2's liability
- 12.1 Subject to the provisions in these terms and conditions, the Customer is only entitled to compensation for direct losses caused by Bredband2's negligence in connection with the Customer Agreement up to a maximum sum of fifteen (15) per cent of the fixed fees that the Customer is expected to be paying to Bredband2 during the agreement year in question.
- 12.2 In no event shall Bredband2 be liable for indirect losses, such as loss of profit, loss of production, loss of benefit of agreements or any other consequential damage. Bredband2 is furthermore not liable for any delay, interruption, non-deliver or incorrect delivery of data or information or loss of data or information, or any similar event.
- 12.3 In no event shall Bredband2 be liable for indirect damage due to infringement of the Customer's, or someone else's, computer resource by an authorised or unauthorised person who obtains access to, destroys or distorts data or information, or for damage caused by computer viruses or similar. Bredband2 is not liable for the contents of the information that passes through the internet connection, or via external services, or material etc produced by someone other than Bredband2.
- 12.4 The limitation of Bredband2's liability under clauses 12.1- 12.3 above shall not apply in the event of gross negligence or intent on the side of Bredband2, or in the event of injury or liability that arises due to mandatory law.
- The Customer's liability
- 12.5 Unless otherwise specifically set out in the Customer Agreement, the Customer shall compensate Bredband2 for any damage that the Customer, or someone for whom the Customer is liable, causes Bredband2 due to breach of agreement or negligence.
- Miscellaneous regarding damages
- 12.6 A request for damages shall always be made in writing and submitted within a reasonable time and at the latest one year from when the damage was, or should have been, discovered, and in no event later than six (6) months from the expiry of the Customer Agreement.
- 13. Intellectual Property**
- 13.1 All rights, for example copyright to the Service and its contents, are the property of Bredband2 or its business partners. Bredband2's brands, trademarks or images on the Service or the Website are the property of Bredband2 or its business partners.
- 13.2 No copyright or other intellectual property right shall be transferred to the Customer by virtue of the Customer Agreement. Other than as permitted by Bredband2 in writing, the Customer may not alter, copy, use or in any other way deal with software or other material that belongs to the Service, or assign or grant any right to such software or material to any other person. Separate licence terms might apply to any software included in the Service.
- 13.3 Any consent required for the use of the Service shall be obtained by the Customer. This also applies to consents or licences for Bredband2 from a third party appointed by the Customer or its end customer that might be required for Bredband2's performance of the Service.
- 13.4 The Customer shall hold Bredband2 harmless from and against damages and other costs incurred in connection with third party claims against Bredband2 due to the Customer's failure to fulfil its obligations under this clause 13.

14. Customer Data

- 14.1 Bredband2 will provide the Customer with an IP address, subscription number, password and any additional pass codes (the "**Customer ID**") required for the use of the Service. Bredband2 may change the Customer ID in the event the Customer moves premises or if necessary for technical, operational or any other particular reasons or due to any regulations or decisions by a public body. The Customer shall be notified of any such changes a good time in advance. Unless otherwise follows by law, the Customer will not have any title to or interest in the Customer ID after the expiry of the Agreement.
- 14.2 "**Customer Data**" means data such as name, address, personal identification number, company number, subscription number or any other data regarding the Customer or its end customer or any of their respective sub-contractors, and/or data regarding any individuals with either of them ("**Users**").
- 14.3 "**Traffic Data**" means data which is processed in order to transfer an electronic message via an electronic communications network or in order to invoice such a message, for example data regarding the time, scope, and communication networks used and technical data.
- 14.4 On the request of Bredband2's, the Customer shall provide the Customer Data that Bredband2 needs to provide the Service. The Customer shall notify Bredband2 of any changes to Customer Data without delay. The Customer is liable for the correctness of the Customer Data and for informing the Users that their personal data have been submitted to Bredband2 and for which purposes Bredband2 processes these data. The Customer is also liable for ensuring that it is entitled to disclose the data to Bredband2.
- 14.5 Bredband2 will process Customer and Traffic Data for the purposes of providing the Service, fulfilling any obligations under law or other legislation, for maintenance of registers and to market Bredband2's products and services. The Customer consents that Customer and Traffic Data can be used for such marketing. The Customer shall obtain the corresponding consent from Users. The Customer can withdraw such consent or the consent of an individual User at any time by written notice to Bredband2. If required for the provision of the Service, Customer and Traffic Data will be disclosed to Bredband2's business partners within and outside of the EU/EEA.
- 14.6 To the extent necessary to secure the operation of the Service, Bredband2 may read material stored or distributed via the Service. The Customer consents that Bredband2, in order to prevent distribution of spam and viruses etc, may remove messages that are suspected to contain such material. The Customer shall obtain the corresponding consent from Users. Bredband2 will publish day-to-day information of such measures on the Website.
- 14.7 Bredband2 may disclose Customer Data to third parties for directory enquiry purposes; provided that the Customer has not requested that the data shall be protected.
- 14.8 For the purposes of credit assessments, Bredband2 may also obtain data regarding the Customer from other registers than Bredband2's customer ledger.
- 14.9 Where Bredband2's processes Customer or Traffic Data within the scope of the Services, for which Data the Customer is considered the "controller of personal data" in accordance with the Personal Data Act, Bredband2 shall be considered the "personal data assistant" in respect of such data. Bredband2 shall provide appropriate safeguards to protect Customer and Traffic Data.

15. Confidentiality

- 15.1 The parties undertake, during the term of the Customer Agreement and for two (2) years thereafter, to keep Confidential Information confidential. "**Confidential Information**" means, in addition to the contents of the Customer Agreement, any information regarding a party or its business activities or customer and business partners, which can be deemed as confidential.
- 15.2 The Confidentiality obligation in clause 15.1 does not include information that;
- Is or becomes known to the public in a way other than by a breach of the confidentiality obligation in clause 15.1;
 - Has been received from a third party who is authorised to provide the information or which has been produced by the receiving party without use of Confidential Information received by the other party;
 - Must be disclosed in accordance with legislation or a court order; or
 - Disclosed to the advisors of each respective party, provided that they have made a confidentiality undertaking.
- 15.3 The confidentiality obligation in clause 15.1 shall not prevent Bredband2 from processing or disclosing Customer data or traffic information in accordance with law or in accordance with a given consent.

16. Information and Notification

- 16.1 Bredband2 will send invoices and information to the Customer, including information about changes to fees, to the Service, or to these general terms and conditions, to the postal or e-mail address from time to time notified by the Customer to Bredband2 as the address the Customer wishes to use for these purposes.
- 16.2 Other information in addition to that set out in clause 16.1 may also be sent by letter or e-mail.
- 16.3 Written communications from the Customer shall be

- sent to Customer Service at Bredband2 on the address provided on the Website.
- 16.4 Any communications sent by regular mail (paper), shall be deemed to have reached the recipient on the third day from posting.
- 17. Term of Agreement and Termination**
- 17.1 The Customer Agreement shall apply for as long as Bredband2 delivers a Service to the Customer under the Customer Agreement.
- 17.2 Unless otherwise follows from the Customer Agreement, each Service has an initial contract term of twenty four (24) months from the actual delivery date. Unless otherwise follows from the Customer Agreement, if a Service is upgraded or amended in any other way, a new initial contract term of twenty four (24) months shall commence from the actual delivery date for the upgraded or amended Service.
- 17.3 If neither party has terminated a Service at least three (3) months before the expiry of the initial contract term, or the expiry of any subsequent renewal period, the Service shall automatically renew for periods of twelve (12) months each time.
- 17.4 If relevant, the Customer shall remove any Customer Equipment (as defined in clause 4.3) from Bredband2's premises and/or any other space that has been provided by Bredband2 under the Customer Agreement, if any, within fifteen (15) days from the expiry of the Service, failing which Bredband2 shall be entitled to remove the Customer Equipment at the cost and risk of the Customer. If the Customer neglects to collect the Customer Equipment for two (2) months from its removal from the premises, Bredband2 shall have the right to sell the property (and keep the payment) or scrap it without any liability to pay compensation to the Customer.
- 17.5 Notwithstanding anything to the contrary in clauses 17.1 – 17.3 above, Bredband2 has the right to terminate the Customer Agreement or any single Service with immediate effect if;
- The Customer is insolvent or there is cause to believe that the Customer might become insolvent or otherwise will not be able to fulfil its obligations under the Customer Agreement;
 - The Service has been suspended or restricted in accordance with clause 9.1 for a period in excess of fifteen (15) days; or
 - The Customer has breached the Customer Agreement in any other way, which breach has not been remedied within fourteen (14) days from a written request for remedy by Bredband2.
- 17.6 Termination shall be made in writing.
- 18. Amendments to the General Terms & Conditions or Service Alterations**
- 18.1 Bredband2 reserves the right to amend these General Terms & Conditions by written notice to the Customer. Such amended Terms & Conditions will take effect thirty (30) days after Bredband2's amendment notice to the Customer. These Terms & Conditions, as amended from time to time, are available on the Website or can be ordered from Bredband2.
- 18.2 Bredband2 may alter the Service and the fees for the Service, for example as a result of changes in circumstances that affect Bredband2's commercial or technical ability to provide the Service. The Customer shall be notified of any alterations affecting the function and performance to its detriment, provided this is not only to a minor extent, at least one (1) month before the alteration takes effect.
- 18.3 If the Service is altered in accordance with clause 18.2 above, the Customer shall be liable for the costs and implementation of any necessary consequential Customer adjustments resulting from the alteration.
- 18.4 Where an alteration is notified in accordance with clause 18.2, the Customer may terminate the Customer Agreement with effect from the date the alteration will take effect, provided that the termination is made within thirty (30) days from the notice of the alteration. Where the Customer Agreement is not terminated, the Customer shall be deemed to have accepted the alteration.
- 18.5 Day-to-day maintenance, such as updates, upgrades or new hardware or software releases relating to Bredband2's Equipment, shall not be considered alterations to the Service in accordance with clause 18.2. Bredband2 shall notify the Customer on the Website if such work is likely to affect the Service, provided this is not only to a minor degree.
- 18.6 If the Customer wishes to change the character or scope of the Service, the Customer shall submit a written request to Bredband2 to this effect. Bredband2 shall confirm in writing, within a reasonable time from the request, whether the change has been accepted (which acceptance shall not be unreasonably withheld) and which terms shall apply to the change as regards price, effects on quality etc. Agreed changes shall be signed or otherwise confirmed by both parties in writing.
- 19. Miscellaneous**
- 19.1 The Customer Agreement does not give either party a right to represent the other party as an agent or any other capacity.
- 19.2 During the term of the agreement, Bredband2 has the right to refer to the client, for example on the Website, provided that the client is informed in advance and does not expressly object to such a reference being made.
- 19.3 The Customer may not assign the Customer Agreement without the prior written consent of Bredband2. Bredband2 may assign the Customer

Agreement to any other company within the same group of companies, or to a third party in connection with the transfer of all or part of Bredband2's business.

- 19.4 The Customer Agreement represents the entire agreement between the parties in regard to any issues relating to the Customer Agreement. Any written or verbal obligations and representations that preceded the Customer Agreement shall be superseded by the contents of the Customer Agreement.

20. Force majeure

- 20.1 A party shall be released from liability for failing to fulfil its contractual obligations, if the fulfilment of the obligations are prevented or significantly impaired by any circumstance beyond the reasonable control of the party, or which the party could not reasonably have foreseen.
- 20.2 Circumstances which release a party from liability include labour conflicts, lightning strikes, fire, sabotage, extreme weather conditions, and an act by a regulatory authority, new or amended legislation or other public regulations, a fault in the network of a different operator, or any other similar circumstance.

21. Dispute Resolution and Applicable Law

- 21.1 Any dispute, controversy or claim arising out of or in connection with the Customer Agreement, or the breach, termination or invalidity thereof, shall primarily be solved by mediation in accordance with the Rules of the Mediation Institute of the Stockholm Chamber of Commerce. Where the dispute cannot be settled by mediation, or if either party objects to mediation, the dispute shall be finally settled by arbitration administrated by the Arbitration Institute of the Stockholm Chamber of Commerce. The Rules for Expedited Arbitrations shall apply. The place of arbitration shall be Malmö and the language shall be Swedish.
- 21.2 Notwithstanding clause 21.1, Bredband2 shall have the right to initiate proceedings in court or with a bailiff or debt collection agency in respect of a due and payable debt where the sum of the capital does not exceed SEK one (1) million
- 21.3 The Customer Agreement shall be governed by and construed in accordance with Swedish law.