

Destiny Sweden AB – General Terms and Conditions

1. GENERAL PROVISIONS

1.1 These General Terms and Conditions ("General Terms") apply when Destiny Sweden AB ("the Provider") supplies the communication service Destiny Sweden ("the Service") to a business customer ("the Customer"). The specifics of the Service are defined in the agreement between the Customer and the Provider ("the Agreement"). These General Terms form an integral part of the Agreement.

1.2 These General Terms also apply, where relevant, when the Provider delivers mobile and/or fixed telephony solutions in its capacity as a telecommunications operator ("Operator Services") to the Customer. Any reference to the Service in these General Terms shall also apply to Operator Services, unless explicitly stated otherwise or clearly implied by the context.

2. DEFINITIONS

In addition to what is specifically stated in these General Terms, the following definitions shall apply:

IP	Internet Protocol
LAN	Local Area Network
SLA	Service Level Agreement QoS – Quality of Service
SIP	Session Initiation Protocol WAN – Wide Area Network
A-Nummer	Calling party's number
B-Nummer	Called party's number
ADSL	Asymmetric Digital Subscriber Line
APN	Access Point Name
AI	Artificiell Intelligens

3. THE SERVICE

3.1 The Service is a hosted telephony solution operated and managed by the Provider on behalf of the Customer. The Service supports mobile, fixed, and portable connections.

3.2 The Provider also supplies system components, hardware, and other equipment ("Products"), as well as supplementary services related to the Service. Unless explicitly stated otherwise or clearly implied by the context, the terms applicable to the Service shall also apply to these additional services and Products.

4. FUNDEMENTAL REQUIREMENTS FOR PROVISIONING

4.1 In order for the Provider to deliver the Service, the following conditions must be met:

- A valid Agreement concerning the Service must be signed between the Provider and the Customer.
- The Customer must have an agreement in place for mobile and/or fixed telephony and internet connectivity with the Provider, an affiliated company, or one of the telecom operators with whom the Provider currently cooperates. At the time these General Terms were established, the Provider collaborates with Tele2, Telia, Tre, and Telenor

4.2. The Provider reserves the right to decline delivery of the Service if the Customer (including the Customer's equipment or environment) fails to meet the requirements, obligations, or technical specifications outlined in the Agreement, including these General Terms.

5. REQUIREMENTS FOR THE CUSTOMER'S IT INFRASTRUCTURE AND ENVIRONMENT

5.1 In order for the Service to be properly delivered and function continuously, the Customer's IT infrastructure and technical environment must meet the following requirements.

5.2 LAN Requirements:

- The Customer is responsible for ensuring that the cabling meets CAT5 standards or higher. A wired LAN connection is required for connecting desktop IP phones.

5.3 Requirements for Desktop IP Phones:

- The Customer must ensure that desktop IP phones receive power through the network. If Power over Ethernet (PoE) is not available, each device will require a separate power adapter, or a network switch with PoE functionality must be used.

5.4 IP Telephony Requirements:

- If the Customer uses softphones or SIP phones over mobile broadband, ADSL, or similar connections, the Provider is not responsible for the Service's performance.

- IP calls made using SIP phones or softphones consume approximately 200 Kbit/s per call. The Customer must ensure that their internet access has sufficient capacity to handle voice traffic and implement necessary firewall configurations.

5.5 General requirements

- The Customer must ensure that their LAN does not contain hubs and meets the minimum standard of a 100 Mbps switched LAN.
- The Customer is responsible for proper patch panel and cross-connection setup and for making configuration changes in their network/firewalls as per the Provider's recommendations to ensure full functionality of the Service. Unless otherwise agreed in writing, the Customer is also responsible for the physical deployment of phones and installation of softphones.

5.6. Specific Notices Regarding IT Infrastructure and Environment:

- If the Customer uses softphones or SIP phones over mobile broadband, ADSL, or similar connections, the Provider is not responsible for the Service's performance.
- The Provider is only responsible for the Service as enabled by licenses, products, and technology purchased from and installed by the Provider.

6. OPERATORS

6.1 The Service functions as a telephony service platform, enabling the Customer to choose a telecommunications operator. The selected operator is responsible for the operation of its interconnections to the data center where the Service is hosted.

6.2 The availability of operator choices may change during the term of the Agreement. The Provider reserves the right to onboard additional operators or terminate cooperation with a given operator. The Provider thus retains the sole right to determine which operators are available for use with the Service.

6.3 The Customer agrees that the Provider, or a designated party, may manage all administrative tasks related to ordering, modifying, or maintaining the operator selection and Agreement.

6.4 If the Customer has specific preferences regarding the handling of operator selection, these must be specified under "Special Terms" in the Agreement.

6.5 By signing the Agreement, the Customer authorizes the Provider to act on their behalf in all number porting matters.

6.6 Both the Provider and the selected operator reserve the right to deny number retention. During number porting, the Customer must indicate whether existing landline or mobile numbers are to be retained—this is typically possible, but the Provider disclaims responsibility should the operator reject the porting request.

6.7 Depending on the Customer's choice of operator and Service configuration, deviations from the Provider's standard price list or functional impact on the Service may occur. Any such deviations or limitations must be documented in the Agreement under "Special Terms".

6.8 The Provider does not take responsibility for, nor provide any guarantees regarding, operator services contracted directly between the Customer and a third-party operator. Service functionality may vary depending on coverage quality, location, property type, hardware used, and device models.

6.9 Caller ID display when calling internationally may vary depending on the selected operator, subscription, and international signaling. The Provider cannot guarantee accurate number display for outbound international calls.

6.10 It is the Customer's responsibility to verify whether their existing devices are locked to a specific operator. If this restriction prevents proper delivery of the Service, the Customer must arrange and pay for unlocking or acquiring new devices. The Provider is not responsible for existing mobile devices.

6.11 The Service includes an SMS functionality that may be activated for use via softphones, applications, or web-based interfaces for different mobile communication features. SMS usage is generally billed per message, but the Customer may also subscribe to SMS plans.

7. AGREEMENT EXECUTION AND ORDERS

7.1 The Agreement for the Service must be concluded in writing and signed by both the Provider and the Customer. The date on which both parties have signed the Agreement shall be referred to as the "Effective Date".

7.2 The Customer's monthly minimum commitment is defined as the total of fixed monthly fees as outlined in the Agreement. This minimum commitment is documented in the commercial appendix to the Agreement and cannot be changed during the term of the Agreement.

7.3 Orders for additional/new services (including user licenses or subscriptions exceeding the Customer's minimum commitment), or Products after the Agreement has been signed, must be submitted in the manner specified by the Provider. Agreements regarding such services or Products are considered valid once confirmed by the Provider. Confirmation is deemed to have occurred, for example, if the Provider begins delivery of the ordered services or Products.

7.4 Any user licenses or subscriptions ordered in accordance with Section 7.3 will continue on an open-ended basis without a fixed term. The Customer may terminate such licenses or subscriptions by submitting written notice to the Provider, effective at the end of the following calendar month.

7.5 Agreements regarding services or Products under Section 7.3 shall be deemed an integral part of the main Agreement. The Agreement's terms and conditions also apply to such additional services or Products.

7.6 The Provider routinely performs credit assessments of the Customer in connection with the conclusion of the Agreement. Credit assessments may also be performed during the Agreement period. The Customer authorizes the Provider to collect relevant information about the Customer and its authorized representatives for the purpose of such credit checks.

8. DELIVERY

8.1 The Provider shall inform the Customer of the date on which installation work will commence and the date on which the Service will be activated ("Delivery Date"). The Provider shall also notify the Customer of any changes to these dates.

8.2 The Delivery Date shall occur within a reasonable timeframe and, unless otherwise agreed for Products or services under Section 7.3, no later than ninety (90) days from the Effective Date. The standard delivery time for the Service is seven (7) weeks, and ten (10) days for Products or services under Section 7.3.

8.3 The Customer shall support the Provider in the installation and deployment of the Service. The Customer is responsible for performing agreed preparations and other actions requested by the Provider. The Provider will provide the necessary instructions to the Customer in good time prior to installation.

8.4 If the Customer believes there are defects or deficiencies in the Service delivery, they must notify the Provider in writing and provide relevant documentation and a description of the issue no later than ten (10) days after the Delivery Date. The Provider will then take corrective measures within a reasonable timeframe. If no notification is made, the Service shall be considered delivered without defect. Any issues reported after this period will be handled under Section 16 (Fault Resolution).

8.5 If the Delivery Date is not met within the timeframe stated in Section 8.2, and the delay is not solely attributable to the Provider, the Provider is entitled to a reasonable extension of the delivery period without penalty. Examples of such circumstances are provided in Section 9.3.

8.6 If delivery is not possible due to the Customer failing to fulfill its obligations under the Agreement, the Provider is entitled to invoice all applicable fees as of the Effective Date.

9. DELIVERY GUARANTEE

9.1 If the Delivery Date has not occurred within ninety (90) days from the Effective Date, the Customer is entitled to a credit equivalent to fifty (50) percent of the fixed fee already paid for the affected Service.

9.2 If the Delivery Date has not occurred within one hundred twenty (120) days from the Effective Date, the Customer is entitled to terminate the Agreement. Upon termination, all obligations shall be considered settled, meaning the Provider must refund any fees paid by the Customer, but no further compensation will be due.

9.3 The delivery guarantee in this Section 9 only applies if the delay is solely attributable to the Provider. This is not the case, for example, in the following circumstances:

- The delay is partly or entirely due to another operator, whose delivery times may exceed those of the Provider.
- The delay is partly or entirely due to the Customer—for example, if the Customer's equipment is faulty or incompatible with the Service, the Customer reschedules installation/delivery, or fails to fulfill its obligations under the Agreement.
- The Provider or its representatives are denied access to the necessary facilities.
- The information provided in the Agreement or Customer Data is incorrect and cannot be verified by the Customer before installation.
- The Customer fails to provide complete and accurate information, review documents, make decisions, or provide other necessary details required for the Provider to fulfill its obligations.
- A Force Majeure event occurs (see Section 23).

10. SERVICE AVAILABILITY

10.1 The Provider guarantees a Service availability rate (excluding Operator Services) of 99.8%. Availability is defined as the percentage of time the Service is operational during a calendar month.
$$\text{Availability} = (24 \text{ hrs} \times 30 \text{ days} - \text{downtime}) \div (24 \text{ hrs} \times 30 \text{ days}).$$

10.2 Ongoing service status is available at: www.dstny.se/driftinformation.

10.3 If availability falls below the guaranteed level stated in 10.1, the Customer is entitled to a credit on the next invoice, based on the monthly service fee, as follows:

Availability:	Credit:
< 99,8%	5 %
< 99,7%	10 %
< 99,6%	15 %
< 99,5%	20 %
< 99,4%	25 %

10.4 Credits under this Section 10 are only granted if the Provider is responsible for the fault, as defined in Section 16.

11. MAINTENANCE / SYSTEM WORK

11.1 The Customer acknowledges that the Provider must regularly perform system maintenance in order to ensure proper operation of the Service.

11.2 The Provider is entitled to carry out system work without prior notice on weekdays between 20:00 and 05:00, and at any time on Saturdays and Sundays. Major maintenance activities should, as far as possible, be conducted during these periods.

11.3 If system work must be performed outside of the timeframes specified in Section 11.2, the Provider shall notify the Customer at least two (2) weeks in advance.

11.4 Interruptions due to system work as described in Section 11.2 shall not be considered downtime for the purposes of the availability guarantee in Section 10.1.

12. CUSTOMERS OBLIGATIONS

In addition to the other terms stated in these General Terms, the Customer is responsible for:

- Continuously informing the Provider of any deficiencies in the existing IT infrastructure and environment.
- Verifying that equipment (e.g. fax machines, modems) not supplied by the Provider can be connected to the Service, if desired.
- Using the Service solely for the purpose and to the extent defined in the Agreement. The Customer is responsible for all usage of the Service, including but not limited to all use by its employees. The Customer is responsible for ensuring that the Service is not used in a way that causes harm or inconvenience to the Provider or third parties, or that creates disturbances in the Provider's Network or the Service.
- Promptly notifying the Provider of any use of the Service that violates the Agreement, and immediately discontinuing such use.
- Not assigning, sublicensing, pledging, or otherwise disposing of the Service, nor making it available to third parties.

• Not under any circumstances modifying, adapting, integrating, or otherwise altering software or other materials related to the Service or the Provider's Network (unless otherwise required by law). Any adjustments must be made by the Provider or with the Provider's written approval.

• Protecting all user credentials, passwords, and SIM cards (including PIN/PUK codes) to prevent unauthorized use.

• Informing relevant users within their organization that the Provider may send information about its products and services (ideally with reference to the Provider's privacy policy at www.dstny.se) and, where needed, supporting the Provider in ensuring it has a lawful basis to send such information.

13. CUSTOMER DATA AND RELATED INFORMATION

13.1 Upon request by the Provider, the Customer shall supply the customer data required for the provision of the Service ("Customer Data"). Such data may include, for example, number information, schematics, documentation of the network/property infrastructure, VPN, IP addresses, routers/switches, and configuration details for extensions, hunt groups, queues, call attendants, ACD hunt groups, voicemail, etc. Customer Data also includes the Customer's name, address, email address, and other relevant contact details, as well as information regarding employees, contractors, or other users utilizing the Service.

13.2 The Customer is responsible for ensuring that all Customer Data is accurate and up to date.

13.3 The Provider processes Customer Data in order to deliver and ensure the operation of the Service in accordance with the Agreement, to fulfill legal or regulatory obligations, and for billing purposes. Customer Data may also be used for market and customer analysis, customer care, statistical reporting, as well as for marketing and directory services.

13.4 The Customer must ensure that the Provider has the legal right to process Customer Data as described above and to otherwise act in the Customer's interest and provide the Service in the best possible manner.

13.5 Customer Data and information about completed calls may be disclosed to the police or other governmental authority if a formal request is made to the Provider.

13.6 In cases where the Provider processes personal data on behalf of the Customer within the scope of the Service, the parties shall enter into a separate data processing agreement.

14. CUSTOMER CONTACT PERSON

14.1 The Customer shall appoint an employee to act as the designated contact person in order to facilitate cooperation between the Provider and the Customer. This individual shall serve as the primary point of contact for the Provider. The Customer is responsible for ensuring that the appointed contact person fulfills their obligations as outlined below.

14.2 The contact person shall lead and coordinate the Customer's internal resources in relation to the Provider. This includes participation in installation, testing, and fault resolution. The contact person shall also assist with the collection of Customer Data and participate in project and coordination meetings with the Provider.

14.3 Any information provided by the Provider to the contact person shall be considered as having been duly communicated to the Customer.

14.4 If the Customer operates in multiple locations and it is unreasonable to require the contact person to be present at sites other than their primary location, the Customer may appoint a regionally responsible contact person for such locations.

15. PRICING AND INVOICING

15.1 The Customer shall pay the fees specified under Special Terms or in the commercial appendix to the Agreement. If compensation is not expressly stated in the Agreement, the Provider's standard price list attached to the Agreement shall apply.

15.2 One-time charges related to the Service are invoiced upon execution of the Agreement. Monthly recurring charges for the Service are invoiced quarterly in advance. Products are invoiced upon order. Charges for specially performed services are invoiced upon delivery.

15.3 Specially performed services as referenced in Section 15.2 are charged on a time and materials basis, in accordance with the Provider's current standard price list. Specially performed services include, but are not limited to: system modifications, customer-specific installations, network work, and dedicated connectivity solutions for the Customer (such as VPN, data access, and/or operator access in data centers), technical work, cabling, and network configuration—whether carried out in connection with Service delivery or in fault resolution (including troubleshooting and determining that no fault was present) when such work is not subject to free-of-charge support under these General Terms.

15.4 When ordering licenses in addition to those specified in the Agreement, a fee per license will be charged according to the Provider's then-current pricing stated in the Agreement. For supplemental license orders not covered by the Agreement, the standard price list shall apply.

15.5 If Operator Services are used beyond any established credit limit, the Customer must, upon request, immediately pay the excess amount. The Provider also reserves the right to impose usage restrictions.

15.6 If the Customer does not hold an active SMS subscription, any usage of SMS communication will be charged in accordance with the Provider's standard price list in effect at the time of use.

15.7 If the Customer wishes to add a call recording feature, this must be ordered separately. By default, audio files are stored for twelve (12) months. For extended storage—up to eighty-four (84) months—a premium option may be ordered. Any storage period beyond these options requires a separate agreement between the Customer and the Provider.

15.8 The Service includes SIP trunk access to selected operators. These trunks are shared across multiple customers based on an optimized distribution model. If the Customer exceeds an average usage of more than three (3) users per trunk line, the Provider reserves the right to charge the Customer additionally, according to the then-current standard price list. If the Customer exceeds the tailored usage allocation by more than fifty (50) percent and/or systematically misuses the Service—e.g., through flat-rate or volume-discounted plans used for mass campaigns, call center operations, or commercial use without call answering (such as contests with mass call-ins)—the Provider may impose usage restrictions and retroactively charge the Customer in accordance with the current standard price list.

15.9 If the Customer utilizes licenses under the Service beyond what is stipulated in the Agreement, the Provider is entitled to retroactively invoice these licenses based on the then-current standard price list.

15.10 The Provider charges a service fee for the support provided to the Customer as outlined in Section 16.1. This service fee is calculated based on the ordered Services (excluding Operator Services) for which monthly charges apply under the Agreement and corresponds to thirteen (13) percent of the total monthly charges per calendar year, with a minimum of SEK 950 per year per Customer. For any additional Service orders, the service fee will be increased by thirteen (13) percent of the monthly charges for the added Services.

15.11 An invoice fee of SEK 35 applies for paper invoices. No fee is charged for invoices sent via email.

15.12 Payment is due twenty (20) days from the invoice date. In the event of late payment, statutory interest on arrears will apply. The Provider is also entitled to recover reminder and collection fees.

15.13 All fees are stated excluding value-added tax (VAT).

15.14 Any objection to an invoice must be received by the Provider within ten (10) days of the invoice date. The objection must be submitted in writing and include the reason(s) for disputing the invoice.

15.15 The Provider reserves the right to adjust its pricing for the Service. If such a change is to the Customer's disadvantage, the Customer shall be notified no less than thirty (30) days in advance. If the Customer does not accept the price change, they have the right to terminate the Agreement in writing no later than two (2) weeks after receiving notice, with effect from the date the price adjustment would have taken effect. If no termination is made, the Customer shall be deemed to have accepted the new pricing.

15.16 The Provider is entitled to assign its right to payment under the Agreement to a third party.

16. OPERATION / SUPPORT

16.1 The Service includes, in addition to access to the service portal available at www.dstny.se, technical and administrative support via email and telephone. This support is intended to assist the Customer with Service-related inquiries, provide necessary support from the Provider's suppliers, perform minor changes/configurations and additions/removals within the Service, and conduct troubleshooting if a fault is confirmed during the investigation.

16.2 The Service does not include support involving, but not limited to: troubleshooting in the Customer's infrastructure, third-party infrastructure, or another supplier's environment; support for the Customer's equipment, configurations, or networks/firewalls not provided by the Provider; support not directly related to the Service; training; on-site support at the Customer's location; extended phone consultations; advice regarding PBX configuration or installation; advanced modifications or structural changes; dismantling of PBX structures; or reconfiguration to meet new Customer requirements. Such services are billable in accordance with the Provider's current standard price list.

16.3 Support is available to the Customer on non-holiday weekdays between 08:00–17:00 (CET) by phone at +46 (0)10 410 50 00 or +46 (0)8 120 100 50, or via email at support@dstny.se.

16.4 A "Fault" is defined as a situation where the Customer is unable to use the Service in accordance with the Agreement, and the issue is attributable to the Provider.

16.5 The Provider shall rectify such Faults free of charge within a reasonable timeframe. For all other fault resolution and troubleshooting (including cases where it is determined that no Fault existed), reference is made to Section 15.3.

16.6 The following are not considered Faults, including but not limited to:

- Issues of minor significance to the Customer, or that do not prevent the Customer from using the Service, such as a traffic-affecting fault where calls can still be routed to another device connected to the Service.
- Issues caused by third parties or by circumstances beyond the Provider's control.
- Issues related to the Customer's equipment, configuration, or network/firewall, when not supplied by the Provider.
- Issues unrelated to the Service, such as problems with services, products, or deliveries provided by an operator other than the Provider or by another supplier. This includes outages in internet access, operator access to or from the Customer or the Service, mobile networks, or other functions within the operator's or Customer's internal network.
- Problems related to locked devices, SIM cards, mobile coverage, APN settings, or data usage limits for individual users or functions outside the Provider's platform.
- Issues arising from Customer purchases from third parties, for example, if mobile phones are locked due to contract commitments and need to be unlocked by the Customer in order to enable Service delivery.
- Cases where data or information has been corrupted or destroyed by someone other than the Provider.

16.7 Fault reports are handled by the Provider's support team. Reports must be submitted by email or telephone, after which a case is registered in the ticketing system and the Customer receives feedback including current information and a case number. The Customer is required to cooperate with support during troubleshooting and must respond within 48 hours with the information necessary to continue the investigation. If no response is received, the case will be closed and considered resolved, with no liability on the part of the Provider.

16.8 Faults may be reported 24/7, 365 days a year via email to support@dstny.se. Service handling begins on non-holiday weekdays between 08:00–17:00 CET, within four (4) hours of the fault report. Reports received outside these hours will be considered received at 08:00 on the next non-holiday weekday. For urgent cases, such as blocking a mobile subscription, critical technical support, or faults affecting multiple or all users within an organization, fault reports may also be submitted via phone at +46 (0)8 120 100 50.

16.9 When reporting a fault, the Customer shall provide the A-number, B-number, as well as the time and date when the Fault occurred.

16.10 The Provider's support does not handle operator-related issues that fall outside the scope of the Operator Services delivered by the Provider.

17. CUSTOMER INFRASTRUCTURE CHANGES

17.1 If the Customer makes internal or external changes to their network, access points, switches, routers, or other equipment that affects the Service—without consulting the Provider—the Provider shall be released from any operational responsibility for the Service in accordance with Section 10 above. For the avoidance of doubt, under such circumstances, the Customer may not claim fault resolution, fee reduction, price adjustment, or damages from the Provider, including but not limited to claims related to delays, service disruptions, or Faults.

17.2 The Customer shall compensate the Provider for any work deemed necessary to restore service operation and functionality, in accordance with the Provider's then-current standard price list.

18. SERVICE SUSPENSION

18.1 The Provider has the right to suspend or partially/fully restrict the Service (including but not limited to both inbound and outbound voice traffic) if:

- The Customer, despite reminders, fails to pay an invoice within the specified reminder period;
- The Customer uses the Service in violation of the Agreement;
- The Customer otherwise materially breaches its obligations under the Agreement;
- The Customer suspends payments, is declared bankrupt, enters into corporate restructuring, or for any other reason is deemed to be insolvent, or if there is otherwise a justified risk of credit loss for the Provider;
- Such obligation arises for the Provider under law, regulation, or governmental decision; or
- The Provider deems such action necessary for security reasons.

18.2 Suspension or restriction of the Service under Section 18.1 shall not occur in minor cases or if the Customer has taken corrective action.

19. LIMITATIONS OF LIABILITY

19.1 A party is entitled to compensation for direct damages caused by the other party, or by someone for whom the other party is responsible, through negligence. No compensation shall be paid for indirect damages, such as loss of profit or consequential damages.

19.2 The Provider's total liability for damages is limited to twenty-five (25) percent of the annual fees paid by the Customer for the Service under the Agreement. The annual compensation shall be calculated based on the actual fees paid during the past twelve (12) months, or—if the Service has been provided for a shorter period—twelve (12) times the average monthly fees during the time the Service has been provided.

19.3 The liability cap in Section 19.2 shall be reduced by any fee reductions or price adjustments already granted for the same delay, service disruption, or Fault that caused the damage.

19.4 The limitation of liability under this section does not apply to damages caused by intent or gross negligence, personal injury, or liability arising under mandatory law. The limitation also does not apply to claims brought by third parties against the Provider due to the Customer's misuse of the Service or breach of the Agreement.

20. CLAIMS

20.1 To retain the right to a price reduction, fee adjustment, or damages, the Customer must submit a written claim to the Provider without undue delay, and no later than one (1) month from the date the underlying circumstance was discovered or should have been discovered.

20.2 The Customer must provide a written description of the circumstances on which the claim is based, explain how the issue occurred, and include the relevant case number and any available documentation.

20.3 Complaints regarding Products purchased through the Provider that are eligible for replacement must be received by the Provider within ten (10) days from the invoice date. The complaint must be submitted in writing and should describe the defect/fault and, if possible, how it occurred. The Product must be returned immediately in full, with the original packaging, invoice, and accompanying documentation, and either delivered or sent via registered mail to a service location designated by the Provider. Other product-related complaints or those submitted later than ten (10) days after the invoice date will be handled by the Provider in accordance with the applicable procedures and purchasing terms of the respective manufacturer. A warranty period of up to one (1) year is provided for all Products.

21. RESELLERS AND 3rd PARTIES

21.1 The Provider sells the Service both directly and through **resellers**, such as commercial representatives and wholesale partners. If the Service is sold through a reseller, the Provider is only responsible for the portion of the Service it is contractually obligated to deliver under the agreement between the Customer and the Provider. The Provider is not responsible for any contractual relationship between the reseller and the Customer.

21.2 The Provider is entitled to engage third parties to fulfill its obligations under the Agreement. In such cases, the Provider shall remain responsible for the performance of such third parties as if it were its own.

22. SPECIAL TERMS OPERATOR SERVICES

22.1 The Provider delivers the Operator Service through the use of public communications networks managed either directly by the Provider or through its partners ("the Provider's Network").

22.2 For Operator Services involving mobile telephony, each individual user within the Customer's organization is assigned a SIM card which, once activated, provides access to the mobile services covered by the Agreement at any given time.

22.3 The SIM card and associated codes (PIN/PUK) must be handled in a manner that prevents unauthorized use of the Operator Service.

22.4 Loss of a SIM card must be reported immediately to the Provider's support via phone or email, as stated in Section 16.3. Once a proper loss report has been submitted, the Customer is no longer liable for any variable charges incurred after the time of reporting. However, the Customer remains liable for all other charges related to the Operator Service, including but not limited to fixed subscription fees, as outlined in the Agreement. A reported lost SIM card will be replaced upon payment of the applicable replacement fee.

22.5 The Customer's mobile and fixed telephone numbers are used for identification in call-based billing. If a number is marked as protected or unlisted, it will not be displayed during outgoing calls—except for emergency calls. However, telephone numbers are not hidden when sending text, voice, or multimedia messages (SMS/MMS). If the Customer wishes to have a protected number, this must be requested when ordering the subscription or notified to—and confirmed by—the Provider at a later time.

22.6 The "Roam Like at Home" service is included with all new and existing mobile subscriptions as of June 15, 2017.

Roam Like at Home includes the following:

- Customers with the Provider as their telecom operator and a fixed-price subscription may use their included minutes, SMS, and data in EU/EEA countries as part of their subscription. For variable-rate subscriptions, domestic rates apply as per the applicable price list.
- The Provider's mobile broadband services are not included in Roam Like at Home.
- Roam Like at Home does not apply outside the EU/EEA.
- The service does not apply during stays longer than four months in any EU/EEA country.
- The data allowance included in the Customer's fixed-price subscription may be used abroad, but is capped at 20 GB.
- Additional data can be purchased at the same rate as in Sweden, provided the total usage does not exceed 20 GB.

22.7 To maintain a high service level for all customers, we apply a Fair Usage Policy (FUP). Under this policy, if usage exceeds what is considered reasonable and normal (500 GB of data), the Provider reserves the right to take necessary actions. Such actions may include temporary restrictions on service capacity or additional charges.

23. FORCE MAJEURE

23.1 The Provider shall not be held liable for failure to fulfill its obligations under the Agreement if such failure is due to circumstances beyond the Provider's control, which the Provider could not reasonably have foreseen or taken into account at the time of entering into the Agreement, and the consequences of which the Provider could not reasonably have avoided or overcome. Such circumstances may include, but are not limited to: war, fire, flood, lightning strike, conflagration, acts of terrorism, hacker attacks, occupation, lock-outs, import restrictions, sanctions, or similar events, or delays or failures in delivery from a third party due to circumstances beyond their control.

23.2 If a force majeure event as described in Section 23.1 occurs, it shall result in an extension of the timeframe for performance and exemption from liability for damages or other penalties. If the Provider wishes to invoke this clause, it must promptly notify the Customer in writing of the occurrence and cessation of such event.

Notwithstanding the above, the Customer has the right to terminate the Agreement if such circumstances persist for a continuous period of at least three (3) months.

24. TERM AND TERMINATION OF THE AGREEMENT

24.1 The contract term is specified in the Agreement and refers to a period of 36, 48, or 60 months, starting from the invoice date on the first invoice issued to the Customer for monthly fees related to the Service.

24.2 The Agreement must be terminated in writing no later than six (6) months before the end of the contract term. If the Agreement is not terminated, it shall automatically renew and may then be terminated with three (3) months' notice.

24.3 For user licenses and subscriptions beyond the Customer's minimum commitment under the Agreement, the notice period set forth in Section 7.4 applies.

24.4 The Customer has the right to terminate the Agreement early and with immediate effect:

- in accordance with Section 9.2; or
 - if the Service materially deviates from what has been agreed in the Agreement and the Provider does not remedy the issue within a reasonable period after written notice.
- 24.5 The Provider has the right to terminate the Agreement, in whole or in part, early and with immediate effect if:
- the Customer, despite reminders, fails to pay an invoice within the specified reminder period;
 - the Customer uses the Service in violation of the Agreement and fails to take corrective action within thirty (30) days of written notice from the Provider;
 - the Customer otherwise materially breaches its obligations under the Agreement and fails to remedy such breach within thirty (30) days of written notice from the Provider; or
 - the Customer suspends payments, is declared bankrupt, enters into corporate restructuring, or is otherwise deemed to be insolvent, or if there is a well-founded risk of credit loss for the Provider

24.6 If a software provider or similar party terminates its agreement with the Provider or otherwise ceases to supply the necessary software or existing services in a way that significantly impacts the Service, the Provider has the right to terminate the Agreement with two (2) months' notice or to cease providing such software or services. These actions shall not entitle the Customer to compensation.

24.7 The Customer's right to terminate the Service in writing due to changes in pricing is outlined in Section 15.14, due to force majeure in Section 23, and due to amendments of the Agreement in Section 29.

24.8 Termination must be submitted in writing to the address specified by the Provider or the Customer, respectively.

24.9 If the Customer has entered into a fixed-term Agreement with the Provider and terminates the Agreement on grounds other than those set out in Sections 24.4 or 24.7 before the end of the contract period, the Provider is entitled to charge the Customer all outstanding fees due for the remainder of the contract term, as well as an administrative fee equal to fifteen (15) percent of the total remaining amount. The same applies if the Provider terminates the Agreement under Section 24.5.

24.10 If the Customer terminates a subscription linked to the Operator Service before the end of the binding period, the Provider is entitled to charge all remaining fees due for the remainder of the binding period, along with an administrative fee equal to fifteen (15) percent of the total outstanding amount.

25. CONFIDENTIALITY

25.1 Each party agrees not to, without the prior written consent of the other party, directly or indirectly exploit or disclose to any third party any information related to the Agreement or any Confidential Information about the other party that is received in connection with or as a result of the Agreement. "Confidential Information" refers, in addition to the contents of the Agreement, to any technical, commercial, or other information—whether documented or not—that can reasonably be considered confidential.

25.2 The confidentiality obligations above shall not apply to:

- Disclosure of information required by a court or governmental authority;
- Disclosure of information required by applicable law, stock exchange regulations, or similar rules;
- Information that a party can demonstrate was in its possession prior to being received from the other party;
- Information that is publicly known or becomes public knowledge through means other than a breach of this Agreement.

25.3 The confidentiality obligations under this Section 25 do not prevent the Provider from freely using information related to the Service.

25.4 The confidentiality obligations under this Section 25 shall remain in effect for three (3) years after the termination of the Agreement.

26. NOTICES

26.1 Notices under the Agreement shall be sent to the address specified in the Agreement by the Provider and the Customer, respectively, unless it is more appropriate to communicate by other means, such as telephone or email.

26.2 Notices shall be deemed received by the receiving party five (5) days after dispatch by mail, and three (3) days after dispatch by email or direct telephone communication.

26.3 The parties shall promptly inform each other of any change of address.

27. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

27.1 All intellectual property rights to the Service, including any modifications and variations thereof, are and shall remain the exclusive property of the Provider. The Agreement does not constitute a transfer of any intellectual property rights to the Customer.

27.2 Products purchased by the Customer from the Provider shall remain the property of the Provider until full payment has been received. The Provider reserves the right to reclaim such Products if the Customer fails to make timely payment.

28. ASSIGNMENT OF THE AGREEMENT

28.1 The Customer is not entitled, without the prior written consent of the Provider, to assign, pledge, or otherwise transfer or grant a security interest in its rights and/or obligations under the Agreement. The Provider has the right to assign and/or otherwise dispose of its rights and/or obligations under the Agreement.

28.2 A request to transfer an individual mobile subscription must be made in writing using the Provider's designated transfer form and signed by both the Customer and the party wishing to assume the subscription. The transfer shall only take effect upon approval by the Provider. The outgoing Customer remains liable for payment until such approval has been granted.

29. AMENDMENTS TO THE AGREEMENT

The Provider reserves the right to amend or supplement the Agreement by notifying the Customer at least one (1) month prior to the effective date of such changes. If the amendments or additions are to the detriment of the Customer and the Customer does not accept them, the Customer has the right to terminate the Agreement in writing no later than two (2) weeks after receiving such notice, with effect from the date the changes would have taken effect. If the Customer does not terminate the Agreement, the Customer shall be deemed to have accepted the new terms and conditions.

30. ENTIRE AGREEMENT

The Agreement constitutes the complete and exclusive understanding between the parties regarding all matters addressed therein. All prior written and/or oral commitments made before the conclusion of the Agreement are hereby superseded by the contents of the Agreement.

31. INVALIDITY OF PROVISIONS

If any provision of the Agreement, or part thereof, is found to be invalid, this shall not render the remainder of the Agreement invalid. Instead, the Parties shall, in good faith, negotiate and agree on an appropriate adjustment to the Agreement to achieve, as far as possible, the legal and commercial effect intended by the invalid provision.

32. TILLÄMPLIG LAG OCH TVISTELÖSNING

32.1 The rights and obligations of the parties regarding the interpretation and application of the Agreement shall be governed by Swedish law.

32.2 Any disputes arising out of or in connection with the Agreement shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (SCC). However, a party may bring claims regarding overdue unpaid receivables before a public court.

32.3 The SCC Rules for Expedited Arbitration shall apply unless the SCC, taking into account the complexity of the case, the amount in dispute, and other relevant circumstances, determines that the SCC Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the arbitral tribunal shall consist of one or three arbitrators. The seat of arbitration shall be Stockholm, and the language of the proceedings shall be Swedish.

32.4 Arbitration proceedings initiated under this arbitration clause shall be confidential. The confidentiality obligation applies to all information disclosed during the proceedings, as well as to any decision or arbitral award rendered in connection with the proceedings. Such confidential information may not be disclosed to any third party without the written consent of the other party.

33. AI SERVICES

33.1 The Provider offers AI-based services that enable the automation of various processes and tasks, including but not limited to the automatic transcription of calls and meetings. By using such services, the Customer consents to relevant data (including audio and textual material) being temporarily made accessible to the Provider for the purpose of providing technical support, maintenance, and troubleshooting. This data will not be used for any other purpose and will not be shared with third parties.

33.2 The services are developed in accordance with applicable legislation, including the EU Artificial Intelligence Act, and comply with legal requirements concerning transparency, data protection, and risk management.

33.3 All data processing is carried out in accordance with applicable data protection legislation (GDPR). Only authorized personnel at the Provider shall have access to the material, and only to the extent necessary to ensure proper service functionality.

33.4 The AI services include a defined volume of usage per user per month. The specific usage limits are detailed in the individual agreement between the Provider and the Customer.

33.5 If the agreed usage limits are exceeded, additional charges or usage restrictions may apply in accordance with the applicable price list or agreement.