

## Destiny Sweden AB – General Terms and Conditions

### 1. GENERAL

1.1. These General Terms and Conditions ("General Terms and Conditions") apply when Destiny Sweden AB (the "Provider") provides the Destiny Sweden communication service (the "Service") to a corporate customer (the "Customer"). The Service is specified in an agreement between the Customer and the Provider (the "Agreement"). The General Terms and Conditions constitute an integral part of the Agreement.

1.2. This Agreement also applies, where appropriate, when the Provider, in its capacity as a telephony operator, provides the Customer with mobile and/or landline telephony solutions (the "Operator Service"). Unless otherwise specifically stated or evident from the context, provisions in the General Terms and Conditions regarding the Service apply also to the Operator Service.

### 2. DEFINITIONS

In addition to that which is specifically stated in the General Terms and Conditions, 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-Number	Incoming number
B-Number	Number on which the user is called
ADSL	Asymmetric Digital Subscriber Line
APN	Access Point Name

### 3. THE SERVICE

3.1. The Service is a hosted telephony service which the Provider operates and manages on behalf of the Customer. The Service supports mobile, landline and portable connections.

3.2. The Provider also provides systems equipment, hardware and other equipment ("Products") and services other than the Service, as additional services to the Service. The provisions of the General Terms and Conditions regarding the Service apply also to such services and Products, unless otherwise specifically stated or evident from the context.

### 4. PREREQUISITES FOR PROVISION

4.1. Provision of the Service by the Provider requires:

- That the Customer has executed an agreement with the Provider concerning the Service.
- That the Customer has executed agreements concerning mobile and/or landline telephony as well as Internet connections with the Provider, companies affiliated to the Provider or any of the other operators with whom the Provider currently cooperates. On the date of adoption of the General Terms and Conditions, the Provider cooperates with Tele2, Telia, Tre, and Telenor.

4.2. The Provider reserves the right not to provide the Service to the Customer if the Customer (including the Customer's equipment, etc.) fails to comply with the guidelines, requirements and obligations set forth in the Agreement, including the General Terms and Conditions.

### 5. REQUIREMENTS REGARDING THE CUSTOMER'S IT INFRASTRUCTURE AND ENVIRONMENT

5.1. Provision of the Service and subsequent regular correct functioning thereof require that the Customer's IT infrastructure and technical environment satisfy the requirements below.

5.2. LAN requirements:

- The Customer must ensure that cable networks satisfy requirements for CAT5 standard or higher. Wired LAN is required for connection of stationary IP telephones.

5.3. Requirements regarding stationary IP telephones:

The Customer must ensure that the power can be supplied to stationary telephones via the Customer's network. The Customer is aware that, in the absence of PoE (Power over Ethernet), separate power adapters are required for each unit or power adapters can be replaced by a switch with the function.

5.4. Requirements regarding IP telephony:

- The Customer must ensure that existing IT infrastructure is of such quality that the Service's function can be ensured and that no outages occur. The cost of changes required to LAN, WAN, switch, router, firewall, Internet accesses, etc., shall be borne by the Customer.
- IP telephone calls in the Service through SIP telephones or softphone impinge on

the access by approximately 200 Kbit/call. The Customer must verify that existing Internet access contains headroom for handling telephony and must carry out necessary modifications to firewalls.

5.5. General requirements:

- The Customer must ensure that the Customer's LAN includes no hubs and that it satisfies the requirement of at least 100 MB switched LAN.
- The Customer must ensure that connection panels and cross connections are, or will be, performed and must carry out configuration changes to the Customer's network/firewalls in accordance with the Provider's recommendations for full function of the Service. Unless otherwise agreed in writing with the Provider, the Customer is responsible for replacement of telephones and installation of softphones,

5.6. Specific information regarding IT infrastructure and environment requirements:

- If the Customer uses the softphone function or SIP telephone and calls through mobile broadband, ADSL connection or equivalent, the Provider shall not be responsible for the functioning of the Service.
- The Provider is only responsible for the functioning of the Service in accordance with possibilities afforded by the licences, Products and technology purchased from the Provider and installed by the Provider.

### 6. OPERATORS

6.1. The Service functions as a service platform for telephony, with the possibility for the Customer to choose telephony operator. The operators with whom the Customer can choose to sign an operator agreement are responsible for the operation of their connections to server halls at which the Service is located.

6.2. The possibility to choose telephony operator may be changed during the fixed term of the Agreement and the Provider is entitled to affiliate additional operators or to discontinue cooperation with a particular operator. Thus, the Provider is unilaterally entitled to decide on the Service's operator alternatives.

6.3. The Customer approves that the Provider or a party appointed thereby shall handle practical aspects of orders, changes to administration with respect to choice of operator and the Agreement.

6.4. In the event of the Customer has specific wishes as to how the operator agreement is to be managed, this must be stated under "special terms" in the Agreement.

6.5. Execution of the Agreement entitles the Provider to represent the Customer with respect to all porting issues.

6.6. The operator and the Provider have the possibility to refuse to allow the Customer to retain existing telephone numbers. In conjunction with porting, it is be stated whether the Customer shall retain existing landline numbers and mobile numbers, which in most cases does not constitute an obstacle. The Provider provides a reservation in respect of any operator opposing porting.

6.7. Depending on the Customer's choice of operator and structure of the Service, deviations may take place from the Provider's standard price list and may affect the functioning of the Service. Such deviations or such functional impact shall be stated in the Agreement under "special terms".

6.8. The Provider is not responsible for, and provides no warranties in respect of, the operator services with respect to which the Customer has chosen to enter into an agreement with an operator other than the Provider. It is noted that the way in which the Service based on operator services is experienced may vary in respect of coverage quality, different geographic locations, types of buildings/properties, the Customer's choice of hardware, mobile telephones, etc.

6.9. Foreign number presentation varies depending on chosen operator, subscription and the foreign signalling that is used. Since the Provider does not influence foreign number presentation, the Provider cannot guarantee correct number presentation.

6.10. It is the Customer's responsibility to check whether existing units are locked to a particular operator. In the event this means that the function of the Service cannot be provided pursuant to the Agreement, the Customer shall bear the cost of unlocking or shall purchase new units. The Provider assumes no liability with respect existing mobile telephones.

6.11. The Service includes a text message function to activate the possibility of text messages via softphone and applications and via personal websites for distribution of different types of functions in mobile phones. Text message services are generally charged per text message, but the Customer may also choose to purchase a text message subscription.

**7. ENTRY INTO THE AGREEMENT AND ORDER PLACEMENT**

7.1. An agreement with respect to the Service must be entered into in writing and executed by both the Provider and the Customer. The day on which both the Provider and the Customer have executed the Agreement constitutes the "Date of Agreement".

7.2. The Customer's minimum undertaking per month pursuant to the Agreement shall be calculated as the total of the monthly fees that the Customer is required to pay for the total number of licences for "Destiny Sweden corporate package" and users as well as subscriptions which the Customer orders upon entry into the Agreement. The Customer's minimum undertaking per month is stated in the business calculation which is appended to the Agreement and which may not be changed during the fixed term of the Agreement.

7.3. Following execution of the Agreement, orders for further/new services (including licences for users and subscriptions in excess of the Customer's minimum undertaking) or Products shall be placed in the manner instructed by the Provider. An agreement with respect to such services or Products shall be deemed to be in place once the Provider has confirmed the order. Confirmation shall be deemed to have taken place, inter alia, if the Provider has begun provision of ordered services or Products.

7.4. Such licences for users and subscriptions as ordered by the Customer pursuant to section 7.3 shall apply until further notice and shall not be subject to any fixed term. The Customer is entitled to terminate such additional licenses for users and subscriptions through written notice to the Provider and such shall thereafter cease to apply at the end of the following calendar month.

7.5. Any agreement regarding services or Products pursuant to section 7.3 shall be deemed to constitute an integral part of the Agreement. The provisions of the Agreement thus include the aforementioned services or Products.

7.6. The Provider shall conduct a standard credit assessment with respect to the Customer in connection with entry into an Agreement. Credit assessments may also take place during the term of agreement. If a credit assessment is carried out, the Customer consents to the Provider obtaining information about the Customer and persons representing the Customer.

**8. DELIVERY**

8.1. The Provider shall notify the Customer regarding the date on which work on installation, etc. of the Service shall commence, and the date on which the Service is brought into commission ("Delivery Date"). The Provider shall also notify the Customer regarding changes to such dates.

8.2. With exception of Products or services pursuant to section 7.3, the Delivery Date shall occur within a reasonable time, which shall be not later than ninety (90) days calculated from the Date of Agreement. The normal delivery time is seven (7) weeks for the Service and ten (10) days for Products or services pursuant to section 7.3.

8.3. The Customer shall assist the Provider with the Provider's installation, etc. of the Service. The Customer shall carry out agreed preparations, and other necessary preparations in accordance with the Provider's instructions, for installation, etc. of the Service. The Provider shall provide the Customer with such instructions in ample time prior to the installation.

8.4. In the event the Customer considers there to be faults or shortcomings in the delivery of the Service, the Customer must notify the Provider thereof in writing and ensure that relevant written documentation and a description of the fault are provided to the Provider not later than ten (10) days calculated from the Delivery Date. The Provider shall thereafter take necessary rectification measures within a reasonable time. In the event the Customer fails to give notice of faults or shortcomings in accordance with the above provisions, the Service shall be deemed delivered fault-free. Faults or changes following the aforementioned time shall be addressed in accordance with the provisions of section 16 (Troubleshooting) below.

8.5. In the event the Delivery Date does not occur within the time limit stated in section 8.2 and this is not exclusively imputable to the Provider, the Provider shall be entitled to a reasonable extension of the aforementioned deadline, without sanctions. Examples of cases in which the Provider is entitled to a reasonable extension of the deadline are set forth in section 9.3 below.

8.6. In the event delivery cannot take place and such is due to the Customer having failed to perform its obligations under the Agreement, the Provider shall be entitled to invoice all fees as from the Date of Agreement.

**9. DELIVERY GUARANTEE**

9.1. In the event the Delivery Date has not taken place by ninety (90) days at the latest from the Date of Agreement, the Customer shall be entitled to demand a deduction of an amount corresponding to fifty (50) percent of the fixed fee paid for the unusable Service.

9.2. In the event the Delivery Date has not taken place by one hundred and twenty (120) days at the latest from the Date of Agreement, the Customer shall be entitled to terminate the Agreement. In the event the Agreement is terminated, any and all

performance made shall be rescinded and all dealings shall be deemed settled, with the consequence, inter alia, that no further compensation shall be refunded to the Customer other than any fees paid by the Customer.

9.3. The delivery guarantee in this section 9 shall apply only if the delay in accordance with the provisions above is exclusively due to circumstances imputable to the Provider. Such shall not be deemed to be the case if, for example:

- The delay is wholly or partially imputable to an operator other than the Provider, which may be the case due to such operator having a longer delivery time than the Provider.
- The delay is wholly or partially imputable to the Customer, which may be the case if the Customer's equipment is defective or incompatible with the Service, if the Customer affects or changes the date for installation/Delivery Date, or if the Customer has failed to perform its obligations under the Agreement.
- The Provider or its representative is not afforded access to relevant facilities.
- Information in the Agreement or in Customer Data Information is incorrect and the Provider is unable to obtain correct information (confirmed) by the Customer prior to planned installation.
- The Customer has failed to provide complete and correct information or reviewed documents and notified decisions and otherwise fail to provide the information which is necessary to enable the Provider to perform its obligations.
- The existence of force majeure (see section 22).

**10. DEPENDABILITY**

10.1. The Provider warrants 99.8% accessibility of the Service (which throughout in this section does not include the Operator Service). 'Accessibility' means the percentage of time in which the Service was in operation, calculated per calendar month. Accessibility = (24 hours x 30 days – time when the Service was not accessible) / (24 hours x 30 days).

10.2. Ongoing operational status for the Provider is available on [www.dstny.se/driftinformation](http://www.dstny.se/driftinformation).

10.3. If accessibility is lower than stated in section 10.1, the Customer shall be granted a price deduction on the monthly fee for the Service on the next invoice, as follows:

Accessibility:	Price deduction:
< 99,8%	5 %
< 99,7%	10 %
< 99,6%	15 %
< 99,5%	20 %
< 99,4%	25 %

10.4. Price deductions pursuant to this section 10 are granted only if the Provider can be held liable for a Fault pursuant to section 16.

**11. SERVICE/SYSTEMS WORK**

11.1. The Customer is aware and acknowledges that the Provider must regularly perform systems work with respect to the Service in order for the Service to function correctly.

11.2. The Provider is entitled, without prior notice, to perform systems work on all weekdays between 8pm and 5am and on Saturdays and Sundays. Where possible, major operations work shall be carried out during these times.

11.3. In the event systems work must be carried out at a time other than stated in section 11.1, the Provider shall notify the Customer thereof not later than two (2) weeks prior to the date on which the work is to be carried out.

11.4. Service outages due to systems work pursuant to section 11.2 shall not be included as times when the Service is not accessible pursuant to section 10.1.

**12. THE CUSTOMER'S OBLIGATIONS**

In addition to that which is otherwise stated in the General Terms and Conditions, the Customer must:

- Regularly inform the Provider regarding shortcomings in existing IT infrastructure and environment.
- Verify that equipment (faxes, modems, etc.) which is not provided by the Provider can be connected to the Service is so desired.
- Use the Service solely for the purpose and to the extent stated in the Agreement. For the avoidance of doubt, the Customer is liable for all use of the Service, including but not limited to use of the Service by all employees. For example, the Customer is liable for ensuring that use of the Service does not give rise to loss or other inconvenience

for the Provider or any third party or give rise to disruptions in the Provider's Network or in the Service.

- Promptly inform the Provider regarding any use of the Service contrary to purposes and the permitted extent and as stated in the Agreement, and to promptly ensure that such impermissible use ceases with immediate effect.
- Not to licence, assign, pledge or otherwise dispose of the Service or make it accessible to any third party.
- Not to, under any circumstances, modify, make adjustments to, integrate with own software or otherwise dispose of software or other material belonging to the Service or the Provider's Network (unless otherwise required by law). Adjustments must always be carried out by the Provider or with the Provider's written approval.
- Keep user information, passwords and SIM cards and appurtenant codes (PIN/PUK) well protected so as to prevent unauthorised use.
- Inform relevant users at the Customer that the Provider may send information regarding the Provider's Products and services (suitably with reference to the Provider's personal data policy on [www.dstny.se](http://www.dstny.se)) and, where necessary, assist to a reasonable extent in ensuring that the Provider has a lawful basis for distributing such information.

### 13. CUSTOMER DATA INFORMATION, ETC.

13.1. At the request of the Provider, the Customer shall provide Customer Data Information which the Provider requires for provision of the Service ("Customer Data Information"). Customer Data Information may, for example, comprise number information, drawings, documentation of networks/property networks, VPN, IP addresses and routers/switches as well as the way in which connections, groups, queues, call attendants, ACD hunt groups, voicemail, etc. are to be managed. Customer Data Information also includes names, addresses, email addresses, etc. to the Customer, as well as such information regarding employees, principals and other users at the Customer who use the Service.

13.2. The Customer is responsible for ensuring that all Customer Data Information is correct.

13.3. The Provider processes Customer Data Information in order to provide and ensure operation of the Service in accordance with the Agreement, to perform obligations according to law and other statutes, and for invoicing. Customer Data Information may also be used as a basis for market and customer analyses, customer care, statistics and for marketing and number information.

13.4. The Customer shall ensure that the Provider is entitled to process Customer Data Information pursuant to the above and in order to otherwise protect the Customer's interests and provide the Service to the Customer in the best manner.

13.5. Customer Data Information as well as information regarding performed calls may be disclosed to the Police or other authority in the event of a formal request to the Provider.

13.6. Insofar as the Provider will process personal data on behalf of the Customer within the scope of the Service, the parties shall enter into a separate personal data processor agreement.

### 14. THE CUSTOMER'S CONTACT PERSON

14.1. The Customer shall appoint a contact person employed at the Customer with the aim of facilitating the cooperation between the Provider and the Customer. The contact person shall serve as the Provider's point of contact at the Customer. The Customer shall ensure that the Customer's contact person performs her/his obligations set forth below.

14.2. The contact person shall preside over and coordinate the Customer's internal resources vis-à-vis the Provider. The contact person shall, inter alia, participate in conjunction with installation, testing and troubleshooting. The contact person shall also assist with the compilation of Customer Data Information. Furthermore, the contact person shall participate at working meetings with the Provider.

14.3. Information provided by the Provider to the contact person shall be deemed to have reached the Customer.

14.4. The Customer may appoint a contact person with regional responsibility in the event the Customer operates in several localities and it is unreasonable to require that the contact person participate in work at localities other than the one where the contact person principally works.

### 15. PRICES AND PAYMENT

15.1. The Customer shall pay the fees stated under special terms or in the business calculation in the Agreement or, if the compensation is not expressly stated in the Agreement, in accordance with the Provider's standard price list which is appended to the Agreement.

15.2. One-off fees related to the Service shall be invoiced once the Agreement is entered into. Monthly fees related to the Service shall be invoiced quarterly in advance. Products shall be invoiced in conjunction with order placement. Fees for specially performed services shall be invoiced in connection with delivery.

15.3. Specially performed services pursuant to section 15.2 shall be performed on a time and materials basis in accordance with the Provider's standard price list in force from time to time. 'Specially performed service' means, for example, systems changes, customer-unique installations, network work and connections specifically for the Customer such as VPN, data and/or operator access in operation centres, technical work, cabling and network work, which arise in connection with delivery of the Service and troubleshooting (including troubleshooting and determination that there is no Fault) which is not to be performed free of charge pursuant to the General Terms and Conditions.

15.4. In conjunction with orders for licences in excess of that which is agreed upon in the Agreement, a fee per licence is charged in accordance with the Provider's standard price list in force from time to time, which on the date of adoption of the General Terms and Conditions amounts to SEK 295/licence.

15.5. In the event Operator Service is used in excess of any established credit amount, the Customer will be obliged to make immediate payment of the excess amount upon demand. The Provider shall also be entitled to impose restrictions on the Customer's use.

15.6. In the event the Customer does not have a text message subscription, the Customer will be charged for any use of text message communication in accordance with the standard price list in force from time to time.

15.7. In the event the Customer desires an additional service in the form of sound recording, such service must be ordered separately. In conjunction with the ordering of the additional service, sound files are stored as standard for thirty (30) days. If the Customer wishes to increase the storage period and to obtain unlimited data storage, the Customer will be charged in accordance with the Provider's standard price list in force from time to time, which at the time of adoption of the General Terms and Conditions amounts to SEK 499/month.

15.8. Within the context of the Service, SIP connections are provided to selected operators. These connections are shared between customers who use the Service based on adjusted allocation. In the event the Customer exceeds a degree of utilisation of more than three (3) users per line, the Provider is entitled to charge the Customer separately in accordance with the standard price list in force from time to time. In the event the Customer exceeds the Customer-adapted degree of utilisation by more than fifty (50) percent and/or the Customer otherwise uses the Service in a systematically incorrect manner, for example but not exclusively through use of price packages (fixed price, ceiling price or volume discounts) for mass campaigns, call centre operations, etc. and/or systematically uses the Service for commercial purposes without answering calls, for example but not limited to by arranging competitions with so-called mass calls, the Provider will be entitled to impose restrictions on the Customer's use and to retroactively charge the Customer in accordance with the standard price list in force from time to time.

15.9. In the event the Customer uses licences within the scope of the Service in excess of that which has been agreed in the Agreement, the Provider will be entitled to retroactively charge in respect of such licences in accordance with the Provider's standard price list in force from time to time.

15.10. The Provider charges a service fee for the support provided to the Customer in accordance with the provisions of section 16.1. The service fee is calculated based on ordered services (which do not include the Operator Service), for which monthly fees are paid pursuant to the Agreement, and correspond to ten (10) percent of all monthly fees during the calendar year, however at least SEK 950 per year/customer. In the event of additional orders, the service fee is calculated at ten (10) percent of the monthly fees for the ordered services.

15.11. An invoice fee is charged of SEK 35 per paper invoice. No invoice fee is charged in respect of electronic invoices.

15.12. Invoices are payable within twenty (20) days of the invoice date. In the event of payment after the due date, statutory penalty interest on arrears is charged. In addition, the Provider is entitled to compensation for reminder fees and debt recovery costs.

15.13. All fees are stated exclusive of value added tax.

15.14. Any objection to an invoice must be received by the Provider not later than ten (10) days after the invoice date. Objections must be made in writing, stating the reason for the Customer's objection to the invoice.

15.15. The Provider is entitled to change fees for the Service. Where such change is to the Customer's disadvantage, the Customer shall be notified thereof not later than thirty (30) days in advance. Where the change is to the Customer's disadvantage and the Customer does not accept the change, the Customer is entitled, not later than two (2) weeks after such notice, to give written notice of termination of the Agreement, effective on the day on which the price adjustment was to enter into force. In the absence of notice of termination by the Customer, the Customer shall be deemed to

have approved the new pricing.

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

## 16. SUPPORT/TROUBLESHOOTING

16.1. In addition to access to the service portal which is reached via [www.dstny.se](http://www.dstny.se), the Service includes technical and administrative support by email and telephone which is intended to assist the Customer on issues regarding the Service, assist with necessary support from the Provider's suppliers, simple modifications/configurations and additions to/subtractions from the Service, as well as troubleshooting in the Service in the event a Fault is determined in connection with the troubleshooting.

16.2. The Service does not include support which, inter alia but not exhaustively, entails: troubleshooting in the infrastructure of the Customer, a third party or another provider; support with respect to the Customer's equipment, configuration or network/firewall which is not provided by the Provider; support which does not relate to the Service; training; support in situ at the Customer; extended telephone conferences; advice with respect to switchboard configuration or installation; modification work and structural changes that are not of a simple nature; dismantling of switchboard structure or changes/adjustments to new needs of the Customer. Such support is charged in accordance with the Provider's standard price list in force from time to time.

16.3. The Customer is offered support on weekdays (excluding public holidays) between 8am-5pm on telephone number +46 (0)10 410 50 00 or +46 (0)8 120 100 50, or on [support@dstny.se](mailto:support@dstny.se).

16.4. "Fault" means that the Customer is unable to use the Service in accordance with the Agreement and that the fault is imputable to the Provider.

16.5. The Provider shall rectify Faults free of charge within a reasonable time. With respect to other fault rectification and troubleshooting (including determination that there is no Fault), reference is made to the provisions of section 15.3.

16.6. Fault does not include, for example but not exhaustively, shortcomings that:

- are of minor significance for the Customer or which do not prevent the Customer from using the Service, for example traffic-obstructing faults where calls can be connected to another unit which is connected to the Service.
- are caused by a third party or due to circumstances beyond the Provider's control.
- relate to the Customer's equipment, configuration or network/firewall, which are not provided by the Provider.
- relate to something other than the Service, for example to services, products and deliveries that take place through an operator other than the Provider or another provider. The foregoing applies, for example, to outages regarding Internet access, operators' accesses to and from the Customer or the Service, operators' mobile networks or another function in an operator's or the Customer's internal networks.
- are attributable to, for example, locked telephones, SIM cards, mobile coverage, APN installations or consumption of data traffic by individual users or functions that exist outside the Provider's platform.
- are attributable to purchases made by the Customer from a third party, for example if mobile telephones prove to be locked due to fixed terms and must therefore be attended to by the Customer in order that delivery of the Service might be carried out.
- are attributable to a factor other than the Provider having destroyed or distorted data or information.

16.7. Fault reports are managed by the Provider's support. Fault reports are made by email or telephone call and the matter management system is activated with feedback to the Customer containing current information and matter number. The Customer is required to assist the support in troubleshooting and to provide feedback within 48 hours with necessary information regarding the course of the search. In the absence of feedback, the matter is closed and regarded as discontinued, with no liability for the Provider.

16.8. Fault reports can be filed 24/7, all days of the year, on [support@dstny.se](mailto:support@dstny.se). Service start takes place on weekdays excluding public holidays between 8am-5pm, within four (4) hours of the fault report. Fault reports received at times other than on weekdays excluding public holidays between 8am-5pm will be deemed received at 8am on the following weekday which is not a public holiday. With respect to urgent matters, for example blocking of a mobile subscription, technical support and troubleshooting which affects most or all of the people in an organisation, fault reports may also take place on telephone number +46 (0)8 120 100 50.

16.9. In conjunction with the Customer's fault report, the Customer must state A-number, B-number and time and date when the fault arose.

16.10. The Provider's support does not handle operator faults due to factors other than the Operator Service.

## 17. THE CUSTOMER'S INFRASTRUCTURE CHANGES

17.1. The Provider disclaims its operational liability for the Service pursuant to section 10 above in the event the Customer, without consulting the Provider, makes internal or external changes to networks, accesses, switches, routers or other equipment that affect the Service. For the avoidance of doubt, under such circumstances the Customer may not, for example, demand troubleshooting, a reduction in fees, price deductions or damages from the Provider with respect to, for example but not exhaustively, delays, operational disruptions or Faults.

17.2. The Customer shall compensate the Provider for work deemed necessary to restore operation and function, in accordance with the Provider's standard price list in force from time to time.

## 18. CLOSURE OF THE SERVICE

18.1. The Provider is entitled to close or wholly or partially restrict the Service (including but not limited to both incoming and outgoing voice traffic) if:

- Notwithstanding reminders, the Customer has failed to pay an invoice within a stated reminder period;
- The Customer uses the Service in violation of the Agreement;
- The Customer is in material breach of its obligations under the Agreement;
- The Customer suspends its payments, is placed into bankruptcy, commences a company reorganisation or for any other reason may be assumed to have become insolvent or where, for any other reason, there is a justified risk of the Provider incurring a bad debt loss;
- the Provider is obliged to do so pursuant law, public authority regulations or decisions; or
- in the Provider's opinion, such is necessary for security reasons.

18.2. Closure or restrictions pursuant to section 18.1 shall not take place in minor cases or if the Customer has effected rectification.

## 19. DAMAGES

19.1. A party is entitled to damages for direct loss due to negligence which is caused by the other party or a party for whom the other party is liable. No compensation is payable for indirect losses, such as loss of profit or consequential loss.

19.2. The Provider's liability in damages is limited to an aggregate amount of twenty-five (25) percent of the annual payment made for the Service under the Agreement. The annual payment is calculated as actually paid fees for the past twelve (12) months or, if the Service has been provided for a shorter period of time, twelve (12) times the average fees per month during the period in which the Service was provided.

19.3. The limitation amount in section 19.2 shall be reduced by reductions of fees or price deductions that have been granted in respect of the same delay, operational disruption or Fault as caused the loss.

19.4. The limitation of a party's liability in damages shall not apply to loss caused intentionally or due to gross negligence, in the event of personal injury or in the event of such liability as prescribed by mandatory law. The limitation shall also not apply to claims brought against the Provider by any third party as a consequence of the Customer's incorrect use of the Service or violation of the Agreement.

## 20. CLAIMS

20.1. In order not to forfeit an entitlement to a price reduction, reduction in fees or damages, the Customer must present claims in writing to the Provider without delay and not later than one (1) month from the day on which the circumstance on which the claim is based was, or should have been, discovered.

20.2. In the claim, the Customer must provide a written account of the circumstance on which the claim is based and how such arose and attach a matter number and available documentation.

20.3. Complaints concerning Products acquired through the Provider and which are covered by replacement must be received by the Provider within ten (10) days from the invoice date. Complaints must be made in writing, with the Customer providing a description of the defect/fault in the Product and, if possible, how it arose. Products shall be returned immediately in their entirety with original packaging, invoice and related documentation, and be handed in or sent by registered mail to a service point designated by the Provider. Other complaints regarding Products and complaints regarding Products which are made later than ten (10) days after the invoice date shall be handled by the Provider who, based on the relevant manufacturer's applicable routines and purchasing terms, shall attend to the correct measures in respect of the complaint. Warranties are provided on all Products for up to one (1) year.

**21. AGENTS AND SUBCONTRACTORS**

21.1. The Provider sells the Service itself and through agents, for example through commercial agents and wholesale partners. In the event the Service is sold through an agent, the Provider is liable for the Service only inasmuch as the Service is to be delivered pursuant to an agreement between the Customer and the Provider. Thus, the Provider is not liable for contractual relationships between the agent and the Customer.

21.2. The Provider is entitled to retain subcontractors for the performance of its obligations under the Agreement. In such case, the Provider shall be directly and fully liable for the subcontractor's work.

**22. SPECIFICALLY REGARDING THE OPERATOR SERVICE**

22.1. The Provider provides the Operator Service through use of the general communications networks used by the Provider personally or through cooperation partners (the "Provider's Network").

22.2. With respect to an Operator Service which includes mobile telephony services, each individual user is allocated a SIM card at the Customer which, after activation, affords access to the mobile services that are covered by the Agreement from time to time.

22.3. The SIM card and appurtenant codes (PIN/PUK) must be handled in such a manner that the Operator Service cannot be used by unauthorised persons.

22.4. Loss of a SIM card must be reported immediately to the Provider's support by telephone or email in accordance with section 16.3. After loss has been correctly reported, the Customer shall have no payment liability in respect of variable costs incurred following the report. Payment liability for the Operator Service shall otherwise (including, but not exclusively subscription fixed fees) remain unchanged in accordance with the provisions of the Agreement. A SIM card which is reported as lost shall be replaced against payment of a fee.

22.5. The Customer's mobile and landline telephone numbers are used for identifying when charging for calls. If a number is protected or withheld, this means that the number is not displayed in the case of outgoing calls, except in the case of emergency calls. Telephone numbers are not protected when sent by text-sound or graphic messages (SMS/MMS). If the Customer wishes to have a protected number, this must be stated when ordering a subscription or, alternatively, notified and confirmed by the Provider on a later occasion.

22.6. The "Roam like at home" service is included in all new and existing mobile subscriptions commencing 15 June 2017. Roam like at home entails the following:

- That a Customer who has the Provider as telephony operator and a fixed price subscription may utilise their pot of call minutes, text messages and data which is included in the subscription in countries within the EU/EEA. National prices in accordance with the respective price lists apply to variable types of subscriptions.
- The Provider's mobile broadband is not included in Roam like at home.
- Roam like at home does not apply in countries outside the EU/EEA.
- Roam like at home does not apply in the case of a stay in any EU/EEA country in excess of four months.
- The data volume included in the Customer's fixed subscription may be used, however not more than 20 GB.
- Extra surf may be purchased at the same prices as in Sweden, provided the total quantity of data volume does not exceed 20 GB.

**23. FORCE MAJEURE**

23.1. The Provider shall not be liable for failure to perform the Agreement if due to a circumstance beyond the Provider's control and which the Provider could not reasonably have expected or taken into account upon entry into the Agreement and the consequences of which the Provider also could not have reasonably avoided or overcome, such as war, fire, flooding, lightning, conflagration, terrorist attacks, hacker attacks, sit-ins, lockouts, import restrictions, sanctions or equivalent, or errors or delays in deliveries from subcontractors due to circumstances beyond the control of the subcontractor.

23.2. The occurrence of a force majeure circumstance pursuant to section 23.1 above shall result in postponement of the time for performance and discharge from damages and other sanctions. Where the Provider wishes to invoke this section 23.1, the Provider must immediately notify the Customer in writing regarding the occurrence of such circumstance and the termination thereof. Notwithstanding the foregoing, the Customer shall be entitled to terminate the Agreement if the circumstance pursuant to the aforementioned pertains during a consecutive period of at least three (3) months.

**24. TERM OF AGREEMENT AND TERMINATION OF THE AGREEMENT**

24.1. The term of agreement is stated in the Agreement and relates to a period of 36 months, 48 months or 60 months, commencing and with the due date stated on the first invoice which is sent to the Customer regarding monthly fees for the Service.

24.2. Notice of termination of the Agreement must be provided in writing six (6) months prior to expiry of the term of agreement, failing which the Agreement shall be extended by twelve (12) months each time, terminable upon three (3) months' notice prior to each new 12-month period.

24.3. The notice of termination period set forth in section 7.4 shall apply to licences for users and subscriptions in excess of the Customer's minimum undertaking.

24.4. The Customer is entitled to terminate the Agreement prematurely and with immediate effect:

- in accordance with section 9.2; or
- in the event the Service differs materially from what was agreed in the Agreement and the Provider fails to effect rectification within reasonable time after a written demand therefor.

24.5. The Provider is entitled to terminate the entire agreement or part thereof prematurely and with immediate effect if:

- Notwithstanding reminders, the Customer has failed to pay an invoice within a stated reminder period;
- The Customer uses the Service in violation of the Agreement and fails to effect rectification within thirty (30) days of a written demand by the Provider;
- The Customer is otherwise in material breach of its obligations under the Agreement and fails to effect rectification within thirty (30) days of a written demand by the Provider; or
- The Customer suspends its payments, is placed into bankruptcy, commences a company reorganisation or for any other reason may be assumed to have become insolvent or, for any other reason, there is a risk of the Provider incurring a bad debt loss.

24.6. Where a software provider discontinues its agreement with the Provider or otherwise ceases to supply the Provider with necessary software or existing services in such a manner as to appreciably affect the Service, the Provider shall be entitled to terminate the Agreement upon two (2) months' notice of termination or to cease to provide such software or services. Such measure shall not result in the Provider being obliged to pay compensation.

24.7. The Customer's entitlement to give written notice of termination of a Service in the event the Provider gives notice of changes to fees is set forth in section 15.14; due to force majeure, in section 23; and due to amendments to contract terms and conditions, in section 29.

24.8. Notice of termination must take place in writing to the stated address of the Provider or the Customer.

24.9. In the event the Customer, who has executed an agreement with the Provider with respect to a specific fixed term, terminates the Agreement on grounds other than pursuant to section 24.4 and 24.7 prior to expiry of the termination period, the Provider shall be entitled to charge the Customer all fees outstanding and payable during the term of agreement as well as an administrative fee comprising fifteen (15) percent of the total sum of such outstanding fees. The foregoing shall apply in the event the Provider terminates the Agreement pursuant to section 24.5.

24.10. In the event the Customer terminates a subscription tied to the Operator Service prior to expiry of the fixed period, the Provider shall be entitled to charge the Customer for all fees outstanding and payable during the fixed period as well as an administrative fee comprising fifteen (15) percent of the total sum of such outstanding fees.

**25. CONFIDENTIALITY**

25.1. Each party hereby undertakes that it shall not, without the prior written consent of the other party, directly or indirectly utilise or disclose to any third party information regarding the Agreement or confidential information about the other party which a party has received due to, or as a consequence of, the Agreement. "Confidential Information" means, in addition to the provisions of the Agreement, all information of a technical, commercial or other nature which may be assumed to be confidential, irrespective of whether the information is documented.

25.2. The parties' respective obligations pursuant to the above shall not, however, apply to:

- Disclosure of information which is required as a consequence of a decision by a court of law or public authority.
- Disclosure of information which is required as a consequence of the application of law, exchange regulations or equivalent regulations.

- Information which a party can prove was held by it prior to receipt from the other party.
- Information which is in the public domain or which enters the public domain other than through violation of the Agreement.

25.3. The confidentiality undertaking pursuant to this section 25 entails no impediment to the unrestricted disposition by the Provider of information regarding the Service.

25.4. The confidentiality undertaking pursuant to this section 25 shall apply for three (3) years after effective termination of the Agreement.

## 26. NOTICES

26.1. Notices under the Agreement shall be provided to the address of the Provider or Customer stated in the Agreement, unless notices can advantageously be provided in another manner, for example by telephone or email.

26.2. Notices shall be deemed received by the recipient Party five (5) days after dispatch by letter, three (3) days after dispatch by email, and directly where provided by telephone.

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

## 27. IP RIGHTS AND TITLE

27.1. All IP rights to the Service, as well as modifications and variations thereof, constitute and will continue to constitute the Provider's property. Thus, the Agreement entails no assignment of any IP rights to the Customer.

27.2. Products which the Customer acquires from the Provider shall remain the Provider's property until such time as the Customer has paid in full for such Products. The Provider reserves the right to repossess such Products in the event the Customer fails to make timely payment.

## 28. ASSIGNMENT OF AGREEMENT

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

28.2. Requests for assignment of individual mobile subscriptions must be made in writing on an assignment form designated by the Provider and signed by the Customer and the party which wishes to accede to the Customer's subscription. Assignment takes place following approval by the Provider. The withdrawing customer remains liable for payment until such time as approval is provided.

## 29. AMENDMENTS TO AGREEMENT TERMS AND CONDITIONS

The Provider is entitled to amend or make supplements to the Agreement by notifying the Customer one (1) month prior to entry into force. In the event the amendment/supplements are disadvantageous for the Customer and are not accepted by the Customer, the Customer shall be entitled, not later than within two (2) weeks after such notice, to give written notice of termination of the Agreement, effective on the day on which the amendment was to enter into force. In the absence of notice of termination by the Customer, the Customer shall be deemed to have approved the new terms and conditions.

## 30. ENTIRE AGREEMENT

The Agreement constitutes the full and complete regulation by the parties of all issues addressed by the Agreement. Any and all written and/or oral undertakings which preceded the Agreement are thus superseded by the provisions of the Agreement.

## 31. SEVERABILITY

In the event any provision of the Agreement of part thereof proves to be invalid, such shall not result in the invalidity of other parts of the Agreement. Instead, the parties shall, in good faith, negotiate and decide on such adjustment of the Agreement as required to achieve a regulation which, as far as possible, provides the legal and commercial effect that the parties intended through the invalid provision.

## 32. APPLICABLE LAW AND DISPUTE RESOLUTION

32.1. The parties' rights and obligations when interpreting and applying the Agreement shall be determined in accordance with Swedish law.

32.2. Disputes arising as a consequence of the Agreement shall be conclusively determined through arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (SCC). However, a party shall be entitled to bring actions before a court of general jurisdiction with respect to due, unpaid claims.

32.3. The Rules for Expedited Arbitrations shall be applied unless the SCC decides, in light of the complexity of the case, the value of the subject matter of the dispute

and other circumstances, that the Arbitration Rules shall be applied. In the latter case, the SCC shall also determine whether the arbitral tribunal shall comprise one or three arbitrators. The seat of arbitration shall be Stockholm. The language of the proceedings shall be Swedish.

32.4. Arbitration requested pursuant to this arbitration clause shall be subject to confidentiality. The confidentiality shall cover all information arising during the proceedings as well as decisions or awards issued as a consequence of the proceedings.

Information which is subject to confidentiality may not be disclosed in any form to a third party without the written consent of the other party.

Destiny Sweden AB, 17 Feb 2020