

# Elvaco's General conditions for electronic services



02/06/2017, apply until further notice

Page 1 of 7

## 1 Scope

1.1 These general conditions apply when a company within the Elvaco Group ("Elvaco") provides an electronic communication service ("the Service") to a corporate customer ("the Customer"). The Service is specified in agreements between the Customer and Elvaco ("the Agreement"). Unless the Parties agree otherwise in writing, the conditions shall not be applied for transfer, lease, operation, development or maintenance of software or hardware.

1.2 If the Service is used for payment of a good or service from a supplier that has concluded agreements with Elvaco on payment services, the provisions in section 6 (Charges and payment conditions) in these general conditions shall be applied for such purchases. For the rest, the agreement between the supplier and the Customer applies for purchase of the service. If the Customer wishes to make a complaint for such a good or service, the Customer should contact the supplier directly.

## 2 Order and delivery

2.1 The Service should be ordered in the manner specified by Elvaco. By signing the Agreement, the Purchaser submits a firm bid with the conditions stated in the Agreement and these general conditions. The Purchaser is bound by its bid for fourteen (14) days of the date Elvaco receives the bid. The Agreement is deemed to be concluded when Elvaco has confirmed the Customer's order or started providing the ordered Service to the Customer.

2.2 The Customer should state the postal or e-mail address to which the Customer wants Elvaco to send invoices and other communication from time to time.

2.3 "Agreed delivery date" refers to the date from which the Service should be provided in accordance with the Agreement.

2.4 "Effective delivery date" refers to

2.4.1 the date from which Elvaco started providing the Service if the Service was approved by the Customer, or if the Customer has not made a written complaint within two (2) weeks, or;

2.4.2 the date which Elvaco provides the Service in accordance with the Agreement after Elvaco has rectified complaints made by the Customer in writing on deviations from that agreed by the Parties concerning the Service. Deviations which are only of minor importance for the intended use of the Service should not impact the adoption of the Effective delivery date.

2.5 Elvaco should provide the Service at the latest on the Agreed delivery date or, if the Agreed delivery date has not been agreed, within a reasonable duration of the Customer's complete and confirmed order.

2.6 The Customer should test the Service and the equipment which, when applicable, has been delivered immediately after the delivery. The Parties may agree on Elvaco conducting delivery tests, in which the Customer is responsible for the costs of such tests unless agreed otherwise.

2.7 If the Effective delivery date falls after the Agreed delivery date and the delay only depends on Elvaco or another party that Elvaco is responsible for, Elvaco is liable to pay a fine following a written request from the Customer. The fine should be calculated as one (1)% of an amount corresponding to the fixed recurrent charge for a 12 month

period for the relevant Service per started week of delay. However, the fine shall amount to maximum twelve (12)% of the afore-mentioned amount. During calculation of the fine, the fixed recurrent charge does not include traffic compensation which may be payable in accordance with the Agreement. Furthermore, a fine is only payable for parts of the Service which, when applicable, cannot be used as a result of the delay.

A fine shall neither be payable for such time which Elvaco makes an equivalent Service available to the Customer. Elvaco is entitled to settle fines by crediting of invoices.

2.8 If the delay is not caused by Elvaco or any condition on Elvaco's part or otherwise due to unforeseen events which Elvaco could not reasonably predict, Elvaco is entitled to postpone the Agreed delivery date to an appropriate date taking into account the circumstances. If such a delay is caused by the Customer, Elvaco is entitled to compensation for direct costs caused by the delay.

## 3 Elvaco's provision of the Service

3.1 Elvaco provides the Service in its own server environment or a third party server environment corresponding to ISO 9001.

3.2 Elvaco provides the Service through a connection to the public communication networks delivered by a third party and/or through the Customer's communication network.

3.3 Elvaco should provide the Service in a professional manner in conformity with the Agreement.

3.4 Elvaco is entitled to appoint subcontractors to fulfil its undertakings in accordance with the Agreement. In this case Elvaco is responsible for the subcontractors' work like its own work.

3.5 Elvaco is entitled to change or modify the Service provided that the performance or functionality of the Service does not deteriorate. Such changes or modifications should be performed in a manner which limits any disturbances. Changes or modifications to the Service may entail that the Customer's equipment needs to be adapted. The Customer is responsible for any costs related to adaptation of its equipment.

3.6 Elvaco may change the Service if use of the Service entails damage to Elvaco or a third party. In this case, the Customer should be informed as soon as this can take place.

3.7 Elvaco may discontinue the Service if Elvaco replaces the Service with another service of equal technical performance and functionality. Elvaco should then notify the Customer about this at the latest sixty (60) days in advance. If the Customer does not accept the change, the Customer is entitled to terminate the Service in writing within thirty (30) days of such notification.

3.8 The Parties may agree in writing that, with deviation from the term of agreement which applies for the Agreement for the rest, a specific duration for provision of the Service shall apply. In this case the Agreement, including these general conditions, applies for the Service during the agreed term. Such a specific term is stated in Appendix 2 (Customer specific conditions).

## 4 Fault correction

4.1 In the event of faults to the Service, Elvaco should correct the fault in accordance with that stated in the Agreement, or, unless specifically stated, within a reasonable

# Elvaco's General conditions for electronic services



02/06/2017, apply until further notice

Page 2 of 7

duration. "Fault" refers to the Customer being unable to use the Service in accordance with the Agreement. Fault to the Service does not refer to such faults which do not prevent the Customer from using the Service or which are only of minor importance for the Customer. In addition, Elvaco is not liable to correct Faults:

- 4.1.1 when the Fault is attributable to a third party's communication network, or;
- 4.1.2 when the Fault is caused by adverse transmission or reception conditions for radio communication, or;
- 4.1.3 when the Fault is caused by a virus or other external attacks to the software of the Customer or a third party, or when the Fault in another manner is caused by a third party or through circumstances outside Elvaco's control and if it cannot reasonably be deemed that Elvaco should correct the Fault, or;
- 4.2 If the Customer has reported Faults caused by the Customer or a party which the Customer is responsible for, Elvaco is entitled to compensation from the Customer. Compensation can be claimed for work resulting from the fault report in accordance with Elvaco's price list applicable at the respective time. The same applies if Elvaco, following an examination, claims that no Faults were identified. Examples of such Faults referred to in this point are faults caused by:
  - 4.2.1 incorrect or careless use of the Service;
  - 4.2.2 negligence to follow instructions on use of the Service;
  - 4.2.3 the Customer's equipment, or;
  - 4.2.4 change, repair, or connection performed by a party other than Elvaco.
- 4.3 If the Service has been unusable due to Faults to the Service which are not caused by the Customer, the Customer is entitled to a discount. Discounts are made by amounts corresponding to the unusable Service's fixed charge calculated for the duration the Fault lasted from the date the Fault was reported to Elvaco. However, compensation in accordance with this point should not be applied if the Parties agree on specific service levels or other compensation due to Faults to the Service.
- 4.4 If during installation or fault correction the need for specific construction work emerges, Elvaco is entitled to compensation for performed work in accordance with the price list applicable at the respective time.
- 4.5 Elvaco is entitled to restrict accessibility to the Service to the extent necessary due to expansion or for the rest technical, maintenance or operating reasons. In this case Elvaco should seek to minimise the disruption duration and take the measures required for the Customer to experience the least possible inconvenience. Elvaco should inform the Customer about planned disruptions as far as possible. If the Service has specific determined times for recurrent maintenance, this is stated in the Agreement.

## 5 Customer's use of the Service

- 5.1 The Customer may use the Service only for the purposes and to the extent stated in the Agreement. For example, the Customer is liable for ensuring that use of the Service does not:

- 5.1.1 result in damage or other inconvenience for Elvaco or a third party;
- 5.1.2 result in disruptions to Elvaco's IT structure or the Service, for example, through the spread of computer viruses;
- 5.1.3 infringe the copyright or other intellectual property rights of Elvaco;
- 5.1.4 breach laws or agency provisions or decisions, or;
- 5.1.5 breach good practice or Elvaco's rules for the Service applicable at the respective time.
- 5.2 The Customer should hold and be responsible for premises, equipment, software, networks (including the Customer's or a third party's property network), documentation and other resources which are not a part of the Service but which are necessary for the Customer's use of the Service ("the Customer environment"). The Customer should ensure that the Customer environment fulfils applicable laws and agency provisions, such as, for example, climate requirements and requirements for electricity connection. The Customer is also responsible for the electric current consumption which may be needed for use of the Service.
- 5.3 During connection of the Service to the Customer environment, the Customer should comply with Elvaco's instructions applicable at the respective time, so that inconvenience or damage does not occur to Elvaco or a third party. The Customer undertakes to immediately, upon Elvaco's request, disconnect such Customer environment from the Service which is causing disruption to Elvaco's IT structure or the Service, or causing alleged or apprehend infringement in accordance with point 11.2 and to thereafter keep such Customer environment disconnected, all in accordance with Elvaco's instructions.
- 5.4 The Customer should, free of charge, provide Elvaco access to the Customer environment to the extent necessary for Elvaco's provision of the Service and should also, for the rest, assist Elvaco for provision of the Service to the best of its ability.
- 5.5 The Customer is not entitled to sell on or further lease the Service to a third party.
- 5.6 "Security codes" refers to usernames, passwords, PIN codes etc. "Cards" refers to SIM cards, programme cards, etc. The Customer should store Security codes and Cards belonging to the Service in a safe manner in order to prevent unauthorised access. Furthermore, the Customer may not copy, alter or manipulate Cards.
- 5.7 The Customer is liable to Elvaco for all use of the Service. However, if the Service has been used by an unauthorised individual outside the Customer's organisation, the Customer is liable for payment for such use, only if the Customer:
  - 5.7.1 has provided access to the Service to such an individual;
  - 5.7.2 through negligence enabled others to use the Service, or;
  - 5.7.3 lost control of the Service, Security codes or Cards and not immediately after the discovery, reported the loss to Elvaco.The Customer's payment liability for fixed recurrent charges does not change, even if the Customer is free from liability in accordance with the first paragraph 5.7.1 - 5.7.3.

## 6 Charges and payment conditions

- 6.1 The Customer should pay the charges stated in the Agreement, or, if compensation is not explicitly stated in the Agreement, in accordance with Elvaco's price list applicable at the respective time. All charges exclude VAT and other output taxes and state duties for charged amounts.
- 6.2 If the Service is used for payment of a good or service from a supplier that has concluded agreements with Elvaco on payment services, the Customer is liable for payment for such purchases.
- 6.3 Elvaco is entitled to change its charges for the Service. If such a change is detrimental to the Customer, Elvaco should notify the Customer in writing at the latest sixty (60) days in advance. The Customer is entitled to, at the latest thirty (30) days before the date the increase in charges enters into force, terminate the Service in writing with immediate effect as of this date. If such notice of termination is not made, the Customer is deemed to have approved the new charges. However, a price increase resulting from changed provisions in the law or due to a court or agency decision should enter into force at the latest at the same time as the legal provision or decision enters into force.
- 6.4 The Customer should pay invoices within thirty (30) days of the invoice date in accordance with instructions stated on the invoice. For advance payment in accordance with point 6.9, payment should be made at the latest by the date specified by Elvaco.
- 6.5 Charging of the Service starts on the date the Parties have agreed in the Agreement or otherwise on the Agreed delivery date or, if the delivery is delayed for reasons solely attributable to Elvaco, from the Effective delivery date.
- 6.6 If the Customer has not made payment at the latest by the due date, Elvaco is entitled to compensation for payment reminders and collection costs as well as for penalty interest under the law. If the Customer, despite reminders and shutdown of the Service does not pay the due invoices, other compensation for the Service which has not yet been invoiced should be considered as due for immediate payment.
- 6.7 Elvaco is entitled to transfer its entitlement to payment to a third party in accordance with the Agreement.
- 6.8 The Customer is liable to pay fixed charges even if Elvaco has shut down or restricted the Service based on point 7.1 or 7.3. Elvaco may charge a specific fee for opening a Service which has been shut down or restricted.
- 6.9 During the term of agreement Elvaco is entitled to demand advance payment or that the Customer provides security

for the Agreement's right fulfilment if this appears to be justifiable based on the credit analysis. Interest is not payable for advance payments. Elvaco is also entitled to, from the amount paid in advance or provided security, assimilate amounts corresponding to its due debts, including such costs referred to in point 6.6.

- 6.10 Any repayment of charges or other payment to the Customer takes place through settlement against future invoices in the first instance and through cash payment in the second instance.

## 7 Shutdown of the Service

- 7.1 Elvaco may shutdown or restrict the Service if:
    - 7.1.2 Despite reminders the Customer has not paid invoices within the specified duration ;
    - 7.1.3 The Customer has exceeded the credit limit or failed to provide the requested security within the specified duration or make advance payment in accordance with point 6.9;
    - 7.1.4 The Customer has not obtained permits in accordance with point 16.1 for Elvaco for construction and maintenance of pipes;
    - 7.1.5 The Customer has breached undertakings in accordance with one of the points 5.1 – 5.7 or 11.1, or;
    - 7.1.6 The Customer, for the rest, uses the Service in violation of the Agreement despite written remarks from Elvaco.
  - 7.2 Shut down or restriction in accordance with point 7.1 should not take place for minor cases or when the Customer has taken corrective measures, or due to default in payment if the payment only refers to amounts which will be paid to another party.
  - 7.3 Elvaco should shut down the Service upon request by the Customer. Elvaco is entitled to shut down the Service if such obligation for Elvaco follows from law or agency provisions or decisions. Such shut down shall, if possible, be communicated to the Customer at the latest sixty (60) days in advance.
- ## 8 Customer-premises equipment
- 8.1 In these general conditions "Customer-premises equipment" refers to equipment (including software), which is provided by Elvaco and which is placed at the Customer's premises for users of the Service.
  - 8.2 The Customer may use the Customer-premises equipment only for the purposes and to the extent stated in the Agreement. The Customer is liable for the risk of damage to or loss of Customer-premises equipment from the date the Customer-premises equipment is delivered to the Customer at the agreed delivery address. Customer-premises equipment which is permanently installed may not be moved from its installation location without Elvaco's written consent.

# Elvaco's General conditions for electronic services



02/06/2017, apply until further notice

Page 4 of 7

**8.3** The Agreement does not mean that the ownership right of the Customer-premises equipment transfers to the Customer and the Customer may not sell, pledge, lease, lend or in another manner have such equipment at its disposal without Elvaco's prior written consent thereto. The Customer may not, without Elvaco's written consent, repair, perform service on, make additions or changes to, or remove parts or labelling with respect to ownership conditions from Customer-premises equipment. The Customer should comply with the instructions issued by Elvaco from time to time with respect to maintenance and use of Customer-premises equipment. The Customer is also responsible for preventing unauthorised persons from gaining access to Customer-premises equipment and the Customer should immediately notify Elvaco if this still occurs.

**8.4** Upon termination of the Agreement, Elvaco is entitled to remove the Customer-premises equipment. The Customer should then provide Elvaco reasonable assistance and with five (5) working days' notice provide Elvaco access to the premises where such equipment is installed for dismantling and removal. Elvaco is entitled to compensation for costs of dismantling and removal of Customer-premises equipment.

## 9 Customer data

**9.1** Elvaco assigns the Customer subscription numbers, IP addresses, passwords and other codes ("Identification - data") which are necessary for using the Service. Elvaco may change Identification data for technical, operational or other specific reasons or due to agency provisions or decisions. The Customer should be informed of such changes in a timely manner. The Customer has no entitlement to Identification data after the Agreement ceases to apply, unless prescribed otherwise statutorily.

**9.2** "Customer data" refers to data on the Customer such as the name, address, personal or corporate identity number, subscription number or other data on the Customer. "Traffic data" refers to data processed with the aim of conveying an electronic message through an electronic communication network or for invoicing this message, such as, for example, time, scope, which communication networks are used and technical data. The equivalent applies if employees or contractors of the Customer use the Service ("the User").

**9.3** Upon request by Elvaco, the Customer should provide the data which Elvaco needs for provision of the Service. The Customer should inform Elvaco of any changes to such data without delay. The Customer is liable for ensuring that the data is correct and that the Users specified by the Customer have been informed that data relating to them has been provided to Elvaco and for which purpose Elvaco is processing this data. The Customer is also responsible for ensuring that the Customer is entitled to provide such information to Elvaco.

**9.4** Elvaco processes Customer data and Traffic data for providing the Service, fulfilling its obligations under the law or other statutes, for data register maintenance and for marketing Elvaco's goods and services. The Customer consents to Customer data and Traffic data being used for such marketing. The Customer is liable for obtaining equivalent consent from Users. The Customer may withdraw consent at any time through written communication to Elvaco. If necessary for provision of the Service, Customer data and Traffic data are provided to Elvaco's partners.

**9.5** Elvaco may, to the extent necessary for ensuring operation of the Service, access material which is stored or conveyed through the Service. In order to prevent the spread of spam or viruses or equivalent, the Customer consents to Elvaco deleting messages which may be deemed to contain such material. The Customer is liable for obtaining equivalent consent from Users.

**9.6** For the purpose of credit rating, Elvaco may also obtain data on the Customer from other registers than Elvaco's customerregister.

**9.7** For provision of the Service when Elvaco processes Customer data or Traffic data for those parties which the Customer may be considered as the controller of personal data in accordance with the Personal Data Act, Elvaco should be considered as the personal data assistant for such data.

## 10 Secrecy

**10.1** The Party undertakes not to disclose Confidential information to third parties, which the Party receives or has received from the counter party. "Confidential information" refers to, in addition to the content of the Agreement, all information on a Party or its operations which may be deemed to be of a confidential nature with the exception of:

**10.1.1** information which is public knowledge or becomes public knowledge in a manner other than breach of the content of the Agreement;

**10.1.2** information which the Party can prove that it already had before receiving it from the counter party, or;

**10.1.3** information which the Party received or will receive from a third party without being bound by obligation of secrecy in relation to it.

**10.2** The provisions in point 10.1 do not hinder the Party from disclosing Confidential information when this is required based on provisions under the law or due to court or agency decisions. Point 10.1 neither hinders Elvaco from processing or disclosing Customer data and Traffic data in conformity with the law or provided consent.

**10.3** Elvaco may disclose Confidential information to another company within the Elvaco Group. In addition, the receiving Party may disclose Confidential information only to such employees, board members, consultants and subcontractors who need access to information for the purposes intended when the Confidential information was disclosed to the receiving Party. The receiving Party is responsible for ensuring that such persons are aware of and comply with the provisions in this section 10.

**10.4** The recipient of Confidential information may use the information only for the purposes intended at the time of disclosure.



# Elvaco's General conditions for electronic services



02/06/2017, apply until further notice

Page 5 of 7

**10.5** The provisions in points 10.1, 10.3 and 10.4 do not hinder Elvaco from freely having disposal of the information or other information related to the Service or Elvaco's operations for the rest.

**10.6** The secrecy obligation in accordance with points 10.1 – 10.5 above should apply for two (2) years after the Agreement ceases to apply.

## **11 Intellectual property rights**

**11.1** The Agreement does not mean that copyright or other intellectual property rights are transferred to the Customer. The Customer may not, in addition to that approved by Elvaco in writing, use, copy, change or in another manner handle software or other material related to the Service, neither transfer nor lease entitlement to such software or material to another party. Special licence conditions may also apply for software included in the Service.

**11.2** If proceedings are filed or claims are made from a third party against the Customer due to the Customer's use of the Service entailing infringement of such third party's intellectual property rights, Elvaco should indemnify the Customer for all costs and damages which the Customer may be liable to pay due to the infringement through settlement or a judgment. Elvaco's undertaking only applies for the Customer's use within the geographical area within which Elvaco provides the Service to the Customer and provided that the Customer:

**11.2.1** immediately informs Elvaco in writing of the alleged infringement;

**11.2.2** does not approve or conclude agreement on payment or settlement based on alleged infringement; and,

**11.2.3** allows Elvaco to solely decide the execution of the proceedings and negotiate on reconciliation or settlement and provides Elvaco, at Elvaco's expense, all reasonable assistance in such negotiations.

The first paragraph applies to equivalent degree for the Customer's obligation to indemnify Elvaco when software or other material which the Customer provides to Elvaco infringes the intellectual property rights of a third party.

**11.3** If there is infringement – or if Elvaco based on its own assessment concludes that there is probably infringement – Elvaco should, at its own expense, either:

**11.3.1** safeguard the Customer's entitlement to continue using the Service;

**11.3.2** replace it with another corresponding service, the use of which does not entail infringement, or;

**11.3.3** change the Service so that it no longer causes infringement. Such changes to the Service should be made in such a manner that they do not entail any notable inconvenience for the Customer.

The first paragraph 11.3.1 and 11.3.2 applies to equivalent degree for the Customer's obligation to indemnify Elvaco when software or other material which the Customer provides to Elvaco infringes the intellectual property rights of a third party. If the afore-mentioned options are not possible on conditions which Elvaco deems to be reasonable and Elvaco cannot reasonably offer the Customer another communication service, Elvaco is entitled to, after written communication to the Customer, terminate the part of the Agreement related to the Service which

is causing the alleged or apprehended infringement with immediate effect.

Elvaco is not responsible for infringement of a third party's rights caused by the Customer using the Service in breach of the Agreement or the Customer's modification of the Service, or which is caused by the Customer's use of the Service combined with the Customer's equipment. The Customer should indemnify Elvaco for all costs, charges, damages, claims and other expenses incurred by Elvaco as a result of such modifications or use.

This section 11 exhaustively regulates Elvaco's entire responsibility based on infringement of a third party's intellectual property rights.

The provisions in points 11.1 – 11.5 above on the Service should, to an appropriate extent, also apply to Elvaco's IT structure and Customer-premises equipment.

The Party is not entitled to use the counter party's company name, brands or other distinguishing marks unless the counter party has provided its written consent in advance.

## **12 Damages**

**12.1** The Party is entitled to compensation for direct damages which the counter party, or a party which the counter party is responsible for, has caused through negligence. The Party is not entitled to compensation for indirect damages, such as missing commercial profit, costs which have become unproductive or other consequential damages. Furthermore, the Party's responsibility for each whole calendar year is limited to a total amount corresponding to fifteen (15) per cent of the annual fixed charge attributable to the Agreement.

**12.2** Irrespective of that stated in point 12.1 above, Elvaco is not liable for damages which arise for the Customer as a result of content in data or other information conveyed during use of the Service, neither is Elvaco responsible for damage caused by computer viruses or equivalent, delays, distortion or loss of data or for any liability for damages of the Customer towards a third party.

**12.3** The annual fixed charge in accordance with point 12.1 is estimated as actual paid charges for the twelve (12) months preceding the loss occurrence, or, if the Service has been provided for less than twelve (12) months on the loss occurrence date, as twelve (12) times the average charges per month during the period the Service has been provided. The annual fixed charges do not include other costs which may be due in accordance with the Agreement.

**12.4** The limitations to the Party's liability for damages do not apply in cases of intent or gross negligence, for personal

injury or for such responsibility which follows from mandatory statutes.

**12.5** Irrespective of point 12.1, the Customer should indemnify Elvaco for all claims made by a third party against Elvaco based on the Customer using the Service incorrectly or due to the Customer delivering or providing data or other material during use of the Service in breach of the Agreement.

**12.6** Elvaco is entitled to offset paid fines from the damages compensation to the share the fine was paid based on the same delay or Fault which caused the damage.

## **13 Complaints, etc.**

**13.1** Objection against an invoice should, so that it can be alleged, be made at the latest one (1) month after the due date. Even if an objection is made, the Customer should pay the undisputed part of the invoiced amount by the due date at the latest. Requests for discounts, fines or damages should, so that they can be alleged, be made at the latest two (2) months after the Fault, delay or damage was detected or should have been detected. Complaints can be made verbally or in writing, however, the complaint should always be made in writing if it relates to demand for damages or otherwise if Elvaco requests this.

## **14 Force majeure**

**14.1** The Party is exempt from the obligation to compensate damages or fulfil certain obligations in accordance with the Agreement, if the damage or omission is based on circumstances outside the Party' control ("Grounds for relief") and the circumstance prevents, significantly obstructs or delays the fulfilment of such obligations. The same applies if the damage or omission is based on delayed deliveries from the Party's subcontractors caused by the Grounds for relief.

**14.2** Grounds for relief include agency measures or omissions, new or changed legislation, labour disputes, blockades, war, riots, sabotage, extreme weather conditions, stroke of lightning, fire, explosion, floods, natural disasters, accidents or cable breakdown caused by a third party.

**14.3** The Party which calls for relief in accordance with point 14.1 should, without delay, notify the counter party about this. Grounds for relief are deemed to exist as long as relief circumstances constitute obstacles for fulfilment, however, maximum three (3) months. Thereafter each Party is entitled to withdraw from the Agreement without any penalties being demanded by the counter party due to the withdrawal.

## **15 Transfer of the Agreement**

**15.1** With the exception of such transfer of entitlement to payment referred to in point 6.7, the Party is not entitled to transfer the Agreement to a third party, wholly or partially, without the counter party's written consent. However, Elvaco is entitled to transfer the Agreement to another company within the same group or to a third party which has acquired the operations which provided the Service. The Customer's choice of preselection operator is not covered by the transfer.

**15.2** The withdrawing Customer is not liable for payment for obligations which arise after the transfer date. The new Customer is, together with the withdrawing Customer, jointly responsible for obligations which occurred before the transfer date and which the new Customer was

aware of or should have been aware of on the transfer date.

## **16 Licences**

**16.1** Any licences which may be required for utilisation of the Service should be obtained by the Customer . If Elvaco requires licences to construct or maintain pipes or other connections to the communication centre, upon request by the Customer, Elvaco should obtain such licences free of charge for Elvaco.

## **17 Changes to agreement conditions**

**17.1** Elvaco is entitled to change or make additions to these general conditions or to other agreement conditions which apply to the Service. Such changes or additions should be communicated to the Customer at the latest three (3) months before coming into force. If the Customer does not approve changes or additions which are detrimental to the Customer, the Customer is entitled to, at the latest one (1) month after such communication, terminate the Agreement in writing with immediate effect as of the date the change should have entered into force. If such notice of termination is not made, the Customer is deemed to have approved the new conditions.

**17.2** Irrespective of that stated in point 17.1, Elvaco is entitled to make changes and additions which are not detrimental for the Customer or where such detriment is only of minor importance for the Customer. Such changes or additions enter into force one (1) month after the communication hereto has been made publically available.

**17.3** Elvaco's entitlement to change or make additions to the Service is stated in section 3. That specifically stated in point 6.3 applies for changes to charges of the Service.

## **18 Termination of the Agreement**

**18.1** The Customer is entitled to, in advance and with immediate effect, terminate the part of the Agreement which relates to a Fault or delay of a Service:

**18.1.1** if the Service to a significant extent deviates from that which has been agreed in the Agreement and Elvaco does not take corrective measures within a reasonable duration after written remarks; or;

**18.1.2** if the Effective delivery date of the Service has not occurred within twelve (12) weeks of the Agreed delivery date and the delay is completely based on Elvaco.

**18.2** Elvaco is entitled to terminate the Agreement wholly or partially in advance and with immediate effect:

**18.2.1** if the Customer's connection to a Service has been closed for at least one (1) month based on point 7.1;

**18.2.2** if the Service has been closed upon request by the Customer for at least one (1) year;

**18.2.3** if the Customer otherwise significantly neglects its obligations in accordance with the Agreement and does not take complete corrective measures within thirty (30) days after written remarks; or;

**18.2.4** if the Customer becomes insolvent or if there are legitimate reasons to assume that the Customer may become insolvent.

**18.3** If in connection with installation of the Service, the need emerges for specific construction work or it is evident that it cannot be delivered or does not function based on other reasons, both Parties are entitled to terminate relevant areas of the Agreement with immediate effect. In such

# Elvaco's General conditions for electronic services



02/06/2017, apply until further notice

Page 7 of 7

cases the Customer is not liable to pay any compensation for the terminated part of the Service.

- 18.4** Termination in accordance with points 18.1 – 18.3 should be made in writing and without unreasonable interruption after the circumstance which is cited becomes known to the terminating Party or when the terminating Party should have become aware of it.
- 18.5** The Customer's entitlement to terminate a Service in writing when Elvaco has notified the change to charges for the Service in accordance with point 6.3 or the Service will be replaced by another service in accordance with point 3.6 is stated in the mentioned points.
- 18.6** An agreement which applies until further notice without a specific notice period may be terminated in writing with three (3) months' notice period.

## **19 The entire Agreement**

- 19.1** The Agreement and any appendices including these general conditions comprise the Parties' complete regulation of all issues related to the Agreement. All written or verbal undertakings and commitments which preceded

the Agreement will be replaced by the content of the Agreement and appendices.

## **20 Communication**

- 20.1** Communication which, in accordance with the Agreement, should be made in writing should be delivered by a messenger, post, fax or electronic mail to the receiving Party's address specified in the Agreement.
- Communication sent by a messenger is considered to be received by the receiving Party on the date of delivery, communication sent by post is considered to be received by the receiving Party at the latest three (3) working days after dispatch. Communication sent by fax or electronic mail is considered to be received by the receiving Party upon confirmation from the receiving Party.

## **21 Applicable law and disputes**

- 21.1** The Parties' rights and obligations for interpretation and application of the Agreement should be determined in accordance with Swedish law.
- 21.2** Disputes arising from the Agreement should be settled in Gothenburg City Court.