



CESAR²

**Terms and Conditions
for
Access Products and Services**

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1. Introduction

<p>1.1 For what and whom do the terms apply?</p>	<p>These general conditions apply to rentals of Access Products and Services between the Seller and the Buyer (jointly referred to as Parties). Conditions are annexed to the Call-off contract between the parties. Blanket Agreements can be signed electronically via CESAR2 or manually (via forms). Relations can be based on Black Fibre, Wavelength and Ethernet capacity. Terms apply unless otherwise stated in the Call-off contract or special conditions. In case of any discrepancies in the contract documentation, they have precedence in the following order:</p> <ul style="list-style-type: none"> a) Call-off contracts for specific service of Access Product b) Special conditions (if any) c) General conditions for Access Products and Services d) Service levels e) Service Specification <p>In the case of discrepancies, the Swedish version of this agreement takes precedence over the English version.</p>
<p>1.2 Definitions</p>	<p>Definitions (explanations of words that are consistently written with a capital letter) are to be read at the top (paragraph 2) of these general conditions.</p>

2. Definitions

The definitions below are used in these general terms and other documents within the Package of agreements. Definitions related to, for example, a specific Service specification is available in the current document.

Access Product	Connection between two Connection points in the network of the Seller, in accordance with the Call-off contract and current Service Specification.
Acceptance Period	The Acceptance Period refers to a period of time from the time a Access Product or Service is activated and complete reported to the Buyer.
Actual Delivery	Date when the Access Product or Service meets the requirements of the Service Specification. At the earliest on the Agreed delivery date, if no other special agreement between the Parties.
Agreed delivery	The delivery date of the Access Product or Service, according to Call Agreement, shall comply with the Service Specification and be ready to be operational by the Buyer.
Agreement	Refers to the agreement concluded between the Parties, that the seller lease a Access Product or Service to the Buyer in accordance with the agreed terms of the Call-off Agreement, any Special conditions, these terms and conditions and other attachments stated in the Call-off Agreement as part of the agreement.
Availability	Availability is when the Access Product or Service is available to the Buyer in accordance with the Service Specification. How availability is estimated is according to annex of Service Levels.
Buyer	Part of the Call-off Agreement. The Buyer is the one who hires Access Product or other services.
Call-off Agreement	Refers to the agreement signed by the Parties through CESAR2 or the Call-Off Agreement specified attachments and to which all attachments such as Special Terms, these general conditions and Service specifications.
Capacity	Performance on an Access Product. Measured in bits per second (bits per second, bps). Usually described in millions of bits per second (Mbps).

Connection Point	The point where the Seller hands over the Access Product to the Buyer.
Contact List	List of different types of contacts to the respective Parties. Contact list is kept up to date by each Party.
Customer premises Equipment	Equipment owned and provided by the Seller and that are placed at the Buyer (the Buyer's premises or premises of Buyer's possession) for the use of the Access Product.
Dark Fibre	Access Product based on non-lit Dark Fibre.
Delivery Delay	Delivery Delay exists when the Actual Delivery Date occurs after the agreed delivery.
End Customer	The End Customer is the buyer's customer.
Ethernet capacity	Access Product based on Ethernet capacity according to the service specification.
Fault	By Fault is meant that the Access Product or Service does not meet requirements of the Service Specification and due to this, the customer cannot use the Access Product or Service as intended.
Framework agreement	The Parties sign Framework Agreement with the Swedish Local Fibre Alliance for access to the Package of Agreement that includes joint work, documents and conditions for transactions between Parties, including Call-off Agreement and these general conditions.
NearNet	Not connected property/connection point that can be connected to an Access Product and where the network is nearby, or something is missing to be able to connect and complete the delivery of an Access Product.
OffNet	Not connected Property/Connection point, operational for an Access Product.
One-time fee	A collective term for all charges that are not periodic but invoiced at one point during the delivery of the Connection.
OnNet	Property/Connection point connected to an Access Product.
Package of Agreement	The Package of Agreement consists of the Call-off Agreement with the Call-off Agreement specified attachments, as these terms and conditions, Service Specification, etc. that the Swedish Local Fibre Alliance in cooperation with the operators on the market developed to regulate the contractual relations between Buyers and Sellers.

Party	Buyers or Sellers. Collectively named the Parties.
Redundant Access Product	Optional connection ways between two Connection Points of the Seller's network in accordance with the Call-off contracts and current Service Specification.
Seller	Part of the Call-off Agreement. The Seller is the provider of Access Product Services or other services.
Service	Product according to Service Specification that is not included in the Product category Access.
Service Level	Selectable levels of service are specified in the document "Service Levels". There is a specified duration and conditions of fault reporting, troubleshooting, and planned maintenance for each level of service. The document also provides values for availability and rules for penalties for overrun of time or lack of availability.
Service Specification	Documents describing the technical conditions for the Access Product, among other things.
Service time	Time when the Seller is committed to execute Troubleshooting for an Access Product or Service. Availability for an Access Product or Service is estimated according to chosen Service Level.
Service Window	Weekdays and between what time the planned maintenance must be carried out.
Short term rent	A lease time less than 12 months.
Site Access	Rentable space for the Buyer's equipment during an agreed period of time, within the Seller's sites, due to agreed terms and conditions.
Special Condition	Such terms as the Parties jointly agree to apply in addition or amendment to the terms of the Agreement.
Supply process	Description of the steps from the first technical contact between the Parties until the Access Product is put into operation by the Buyer.
Troubleshooting	Troubleshooting means work that includes debugging and troubleshooting in order to fix the Fault.
Wavelength	Access Product based on Wavelength capacity according to the service specification.
Workday	Holiday free weekdays (Monday - Friday)

3. Prerequisites and joint commitments

3.1 Credit check	The parties have the right to do a credit check prior to the conclusion of the Agreement.
3.2 Cooperation between the Parties	The Parties will cooperate as appropriate to facilitate the delivery and operation of the Access Product or Service towards the End customer.
3.3 Connection Point	Delivery of an Access Product is made to a Connection Point. Connection point address and/or coordinates (normally SWEREF 99) shall be stated in the report ready for connection. The location of the Connection point is determined by the Seller after consultation with the Buyer.
3.4 Route	The Access Product has the connection route in the network which is determined by the seller. The seller has the right, after consultation with the buyer, to change or modify the Access Product, provided that the Access Product performance or function is not impaired.
3.5 Move	The Buyer has the right to request removal of a Connection Point or other modification of the installation if it is accepted by the Seller's access to networks. If the Buyer requests removal or alteration of the installation of an Access Product, for example because the Buyer's end-user moves to another address, the Seller has the right to charge the Buyer a new one-time fee. At moving, the agreement for the Access Product passes on to the new Access Product. Adjustment of the monthly fee, either up or down, may be considered depending on the conditions at the new address and the unchanged performance or function of the Access Product.
3.6 Changes and interventions	The Parties may not interfere with the other party networks, facilities or equipment, without the other party's consent.
3.7 Professional installation	Installation must be performed in a professional manner in accordance with applicable laws, standards and regulations, and so that damage does not occur in the retail, property owner or other third-party networks, property or equipment.

3.8 Connection according Service Specification	Connection to the Seller network is to be made in accordance with the Service Specification provided in the Agreement.
3.9 Customer premises Equipment	Customer Premises Equipment is the Seller's property, unless agreed otherwise. The Buyer agrees to properly maintain, and not without the Seller's consent, to operate, make changes or additions in customer premises equipment or its configuration. The Buyer must not impede identification of the equipment, for example by removing the label. Would such equipment be lost or damaged, the Buyer shall pay compensation for the parts required for the intended function at the value of the time of the injury residual book value plus compensation for dismantling and installation, in accordance with Seller's current price list.
3.10 Requirements for Parts Equipment	The parties are fully responsible for their own equipment. Equipment the Party uses for the use of the Access Product must meet the relevant provisions of the applicable legislation and applicable standards. Unless agreed otherwise, the Parties have no liability to the other Party's equipment or any faults, interruptions or disruptions it might cause.
3.11 Control of equipment	The Parties shall provide each other the opportunity to check equipment in the Connection Points owned or occupied by the other Party and interferes the Access Product or other communication, and to help disconnect any equipment proved to interfere.
3.12 Permission	If permission is needed by property owners, government or other outsiders to make the delivery, the Parties shall, if necessary, and have the opportunity to help each other to obtain such authorization. However, it is the Seller's responsibility to obtain and maintain the permits and consents required during the contract.
3.13 Subcontractors and Consultants	The Parties have the right to engage subcontractors and consultants to implement their commitments according to the Agreement. A Party is liable to the other Party for all subcontractors and consultants, as well as their performance in the same way as if the Party itself had carried out the commitments.

4. Seller's commitment

<p>4.1 Access rights</p>	<p>The Seller undertakes to grant the right for the Buyer to use the Access Product or Service, from the agreed delivery date and during the whole term of the contract.</p>
<p>4.2 Service specification, service and access</p>	<p>The Seller is responsible</p> <ul style="list-style-type: none"> • that the ordered Service or Access Product between agreed Connection Point is available on the agreed delivery date at the latest • that the Access Product or Service meets the Service Specification on the agreed delivery date at the latest. • to follow the specified rules of the Service Specification and the document "Service Levels" for the Access Product or Service availability and fault handling • to without charge, prepare the Buyer's access to the premises or other space that is necessary for his installation, maintenance, or troubleshooting. if necessary, the Buyer is also allowed to set out its own equipment for troubleshooting.
<p>4.3 installation instructions</p>	<p>If the installation of the Access Product is to be made in the Buyer's premises, the Seller shall provide the Buyer written instructions about the preparations required for the installation. This will take place at the latest twenty (20) working days before the seller wants access to the premises at the latest. If the installation will take place on other premises the Seller is responsible for the necessary preparations.</p>
<p>4.4 Installation time</p>	<p>The Seller installs the ordered Access Product between agreed Connection points. Unless agreed otherwise, the Seller performs the installation of the Access Product or Service during weekdays 8:00 to 17:00. At the Buyer's request, the Seller undertakes to perform the installation on another time, charged by a special fee.</p>
<p>4.5 Quality Measurement</p>	<p>Measuring quality of the Access Product will be made according to Service Specification. The Seller delivers such quality metrics as part of the delivery to ensure that the Access Product works according to the Service Specification. The Buyer has the right to participate in such quality measurement. Records of the results of quality measurement are established by the Seller and communicated to the Buyer.</p>

<p>4.6 Fault reporting and fault handling</p>	<p>The Seller must have a functioning fault reporting from the Buyer. The Seller remedies the fault in accordance with the Contracted Service. The seller shall at Fault in Access Product or Service, inform the Buyer about the probable cause and when the Access Product or Service is re-assessed to be in operation. After completing the troubleshooting, Buyer shall be informed. The Seller shall document the measures taken. If the Seller discovers a defect affecting the Access Product or Service, the Seller should as soon as possible, notify the Buyer of this and start the troubleshooting according to instructions above.</p>
<p>4.7 Compensation for Fault and error</p>	<p>If a Fault or Error on an Access Product or Service not remedied within the agreed time commitment, the Buyer is entitled to a reduction of charges for the Access Product or Service. Compensation for lack of availability and exceeded time commitment shall be in accordance with the Contracted Service.</p>

5. Buyer's commitment

5.1 Space in the Buyer's premises	<p>The Buyer shall, if necessary, provide space on the premises owned or disposed by the Buyer, for the Connection point with related equipment and power supply for this. Such space, including power supply, shall be provided without cost to the Seller.</p>
5.2 Access to the Buyer's premises	<p>The Buyer must give the Seller free of charge access to the room or space occupied by the buyer when it is needed for installation, maintenance, or troubleshooting. If the Seller so requests, access should be made with the Buyer. If access for installation, maintenance, or troubleshooting is needed for premises that are not appropriated by the Buyer, the Buyer shall see to that the Seller receives the necessary permits and agreement on a best effort basis.</p>
5.3 Installation instructions and conditions for access	<p>If the installation of the Access Product shall be done on the Buyer's premises, the Buyer shall notify the Seller in writing, their instructions for installation work and conditions for access to the Buyer's and End-user's spaces. This should be no later than twenty (20) working days before the Seller wants access to the premises. The Buyer is responsible that the premises concerned are prepared in accordance with the Seller's instructions for installation work as well as any other indication. The Seller informs no later than ten (10) working days before the agreed delivery date. If the Seller is not granted necessary access, the Seller has the right to change the agreed delivery and be compensated for direct costs.</p>
5.4 Fault report	<p>Fault reporting from the Buyer shall be made to the Sellers contact person for Fault reporting. Fault notification must be made in the manner stated by the Seller, and as soon as possible after the fault was discovered. Fault report made in other way, may cause delay to the rectification of fault. The Buyer is obliged to, before the service request is made, ensure that the Fault is not due to its own equipment or to services that a third party provides to buyer, and that the buyer is responsible for.</p>
5.4.1	<p>If the Buyer has notified an Fault and the Seller can prove that the defect was caused by the Buyer, or of the Buyer's responsibility, or that there is no fault, the Buyer is obliged to pay equitable compensation for the direct additional costs for the work by the Seller, caused as a result of such Fault report.</p>

<p>5.5 Access when fault</p>	<p>If the Buyer, despite the demand, does not help the Seller with access to space on the Buyer's premises, time of remedy is extended with a reasonable time, and the Seller is entitled to compensation for his direct additional costs, from the Buyer.</p>
<p>5.6 Fault caused by the Buyer</p>	<p>The Seller is entitled to compensation from the Buyer for the direct costs of an Fault caused by the Buyer, even if such an Fault is not notified by the Buyer.</p>
<p>5.7 Return of equipment</p>	<p>The Seller shall get customer premises equipment from the Buyer after the contract has expired, unless otherwise agreed. The Seller must provide information about the Equipment to be returned and when the Seller intends to perform the return. Buyer shall comply with Seller the reasonable instructions for removal, and otherwise be of assistance to the Seller. Return undertaken by the Seller pursuant to this paragraph, shall take place at the Seller's expense.</p>
<p>5.8 Readmission of equipment</p>	<p>The Buyer shall, within twenty (20) working days from the agreement has expired, return the equipment and other property belonging to the Buyer and placed on the Seller's premises. If the Buyer fails to do so, the Seller is entitled to return such equipment at the Buyer's expense, unless otherwise agreed.</p>
<p>5.9 The Access Product to the Connection point</p>	<p>The Buyer pays and is responsible for the required Access Product to the agreed Connection point.</p>

6. Delivery

6.1 Delivery and complete report	<p>Delivery of the Access Product or Service will be made on the agreed delivery date in accordance with the established delivery process. As part of the delivery, the Seller shall deliver documentation and test result regarding Access Product or documentation regarding the Service, to the Buyer in accordance with the Service Specification. The Seller shall make a written completed report when the Service or Access Product is ready and surveyed. Assignment of space for physical delivery and marking of equipment at each Connection point will then also be given to the Buyer.</p>
6.2 Acceptance Period	<p>The acceptance period of ten (10) working days apply from the agreed delivery date, when the Service is ready reported or the Access Product is up and ready reported, to Buyer. If disturbance during the Acceptance Period or Faults in the Access Product or Service, the Buyer shall immediately notify, in writing or via e-mail, to the stated function at the Seller, in the Contact List. Incorrect delivery shall promptly be corrected by the Seller and the new completed report should be submitted. If a notification of fault or error has not been received by the Seller during the Acceptance Period, Access Product or Service shall be regarded as accepted by the Buyer.</p>
6.3 Change of Delivery date	<p>The Seller is entitled to change the Agreed Delivery date on imperative authority decisions or if the parties have agreed otherwise. The Seller shall promptly provide information on changes agreed of delivery date to the Buyer.</p>
6.4 Delivery Delay	<p>If a Party finds that Delivery Delays are likely to occur or appears probable, this must be notified in writing to the other Party as soon as possible. The reason for the delay should be indicated and if possible, the time when delivery is scheduled.</p>
6.4.1	<p>If delivery is delayed due to the Seller, the Buyer has the right to penalty fee for the time delay is in progress. Unless stated otherwise in the Agreement, the penalty payment will be 5% of the annual fee for the Access Product or Service, for each commenced week of delay, not exceeding 20% of the annual rent for the Access Product or Service.</p>
6.4.2	<p>The Seller has the right to regulate penalty by crediting the invoice. In addition to the penalty, the Buyer is not entitled to penalty fee or other compensation on account of delay in delivery. The Seller has</p>

	<p>the right to offer the Buyer an alternative and temporary solution that meets the Service Specification to avoid Delivery Delay, provided that this does not increase the cost to the Buyer. If the Buyer accepts such an offer, the Buyer is not entitled to penalty fee.</p>
6.4.3	<p>If a delay of delivery is not due to the Seller or is out of control of the Seller and could not reasonably have been foreseen by the Seller when concluding the Contract, the Seller has the right to postpone the Agreed delivery to a more appropriate time due to the circumstances. The Seller shall notify the Buyer of such delay in accordance with paragraph 6.4. If delay occurs and the Seller notified the Buyer in accordance with paragraph 6.4, the Buyer is entitled to penalty fee under paragraph 6.4.1.</p>
6.4.4	<p>If a delay is due to the Buyer or circumstances in control of the Buyer, the Buyer shall indemnify the Seller to the agreed fees from the original Agreed delivery and for the direct additional costs incurred by the Seller because of the delay, not exceeding 20% of the annual fee for the Access Product or Service.</p>
6.4.5	<p>If Delivery Delay caused by the Seller exceeds twenty (20) working days after the agreed Delivery, Contract may be terminated by the Buyer with immediate effect and without cost to the Buyer. This also applies when the Seller gives prior notice if such Delivery Delay will occur. Delivery Delay must then be notified in writing to the Buyer, as soon as possible.</p>

7. Term

7.1 When is the agreement concluded?	The agreement is considered concluded when both Parties have signed it in the electronic business system or, if forms are used, when signed by both parties.
7.2 Agreement Term	Initial contract period specified in the Call –off Agreement. The Agreement expires at the end of the initial contract period, provided that the Buyer terminates the Agreement within three (3) months prior to the initial contract period, or that the Seller terminates the agreement within nine (9) months prior to the initial contract period. In the absence of termination of to the Agreement by either party it will be extended until further notice unless the parties have agreed on a new fixed extension period. If the Agreement continues indefinitely, or if the Parties agreed on new fixed extension period, the notice periods are taken into account during the initial contract period. The Contract period is calculated from the actual date of delivery of the Access Product or Service.
7.3 Short-term rental	If Short-term rental is specified in the Contract, there is no automatic extension of the Contract, unless agreed otherwise.
7.4 Termination	Termination of the agreement shall be governed by the electronic business system if available or, if the forms are used, in writing.
7.5 Contract Dissolution	<p>The Buyer can break up the Contract regarding a Access Product or Service in advance with (1) month period of notice, if the Access Product was OnNet by the time of the order, and if the remaining leasing period exceeds twentyfive (25) procent of the Contract period and if any of the following circumstances (a-c) occur:</p> <ul style="list-style-type: none"> a) The Buyer’s End-customer is petitioned for bankruptcy or liquidation. b) The Buyer’s End-customer moves to a new location and the terms in 3.5 cannot be carried out regarding the End-customer. c) The Buyer loses the right to the Access Product or Service that forbids the delivery of Access Product or Service to End-customer. <p>If the Buyer wants to dissolve the Contract in advance, the Buyer shall pay allowance to the Seller equivalent to half of the remaining leasing period, after which the Contract is terminated immediately.</p>

8. Fees and Payment

8.1 Invoicing	<p>Seller has the right to charge Fees by invoice from the day after the Actual date of delivery and is responsible to send the invoice on the invoice specified date to the Buyer's billing adress.</p> <p>The Buyer shall pay fees by invoice in accordance with the terms of the Call-off Agreement. Unless otherwise stated in the Agreement, payment by invoice shall be made as follows:</p> <ul style="list-style-type: none"> • Fixed periodic charges are billed in advance. • Moving periodic charges are billed in arrears.
8.2 Service is included	<p>The service is included as the contracted Level of Service.</p>
8.3 Payment period	<p>Fees are paid by invoice within 30 days, unless otherwise stated in the Agreement. VAT and other government levies are not included in the displayed price.</p>
8.4 Summary invoice with the specification	<p>Payment is made by invoice to the Buyer and is specified per Access Products with connection numbers, addresses and duration of agreement or Service with address and duration of agreement and other information that specifically appears in the Call-off Agreement. Any discounts are specified on the invoice. If additional costs are charged, these are addressed for each Access Product or Service.</p>
8.5 Access Product or Service which is not used	<p>If the Buyer has not used the supplied Access Product or Service due to delay or any other circumstance due to the Buyer, this shall not relieve him of the obligation to pay the agreed fees.</p>
8.6 Objections to the invoice	<p>Objections to an invoice must be made in writing within thirty (30) days after the date of the invoice. Even if an objection is made, the Buyer shall pay at least the parts of the invoiced amount that is of no objection by the due date. The Buyer's possibility to make demands according to 10.7 is not limited since the Buyer pays the invoice to the Seller.</p>
8.7 Equipment sold	<p>Equipment sold by the Seller to the Buyer remains on the Seller's property until the Buyer has fulfilled the payment for the equipment.</p>

<p>8.8 The advance / security for payment</p>	<p>If the Seller, after credit checks of the Buyer, considers it appropriate, the Seller has the right to request advance payment from the Buyer during the term or that the Buyer provides adequate security for payment under the Agreement. Before advance payment becomes relevant, this should be consulted together with the Buyer. The Buyer can ask the Seller to reconsider the need for security for payment.</p>
<p>8.9 Interest</p>	<p>If payment is delayed, an interest is added to the invoice regulated under current Interest Act (1975:635). The Seller is also entitled to statutory compensation for payment reminders and collection costs.</p>
<p>8.10 Fee Changes</p>	<p>The seller is entitled to change a fee if the change is a result of changes in taxes or authority prescribed fee. Notification of the amended charge shall be served to the Buyer appropriately, at least one (1) month in advance.</p>
<p>8.11 Deadline for claims</p>	<p>If agreed billing has been absent completely for a period of time, and this is due to circumstances that are within the Seller's control, the Seller has no right to demand payment of claims, which are more than twelve (12) months.</p>

9. Security, confidentiality and privacy

<p>9.1 Safety</p>	<p>A Party, his staff and hired people and businesses, should during work on premises by the other Party, follow the security regulations of the other Party for work in their premises. A party can change their safety regulations only after consultation has been made with the other Party. Changes in a Party's security regulations must be communicated in writing to the other Party, without delay. If the safety regulations applied by the Party, to work on its premises, changes after the agreement was signed, and it increases the costs of the other party, such party shall be compensated for their direct additional costs of this. If the change of Party's safety regulations occurs as a result of changes in legal or regulatory requirement, each Party take their additional costs as a result of the change.</p>
<p>9.2 Confidentiality</p>	<p>The Parties undertake not to reveal the content of the Agreement or other information one Part receives from the other Part within the framework of the Parties cooperation, neither technical, commercial or of other sort and regardless of documentation or expressly stated with confidentiality ("Confidential information"), without signed agreement from the other Part. The Parties undertake to take required actions to prevent such Confidential Information to be revealed to outsiders or others the Party can control in this respect.</p>
<p>9.2.1</p>	<p>The Parties are entitled to reveal the occurrence of this Agreement and such information which are requisite to utilize the Parties' rights or implementation of obligations under the Framework agreement.</p>
<p>9.2.2</p>	<p>Since both or one Party may come to be subject to the rules of publicity and confidentiality, both Parties have agreed that by possible request of disclosure of general documents, the Party of whom such requirement is asked, should with high priority notify the other Party, in writing, of every such request, emerged within the framework of the Parties' cooperation in questions regarding this Framework agreement. The Party of whom the request is aimed shall consult the other Party and consider the viewpoints. The Party of whom the request is aimed is however only obliged to provide the other Party the possibility to consultation during one (1) workday, due to an urgency requirement in its Confidentiality assessment.</p>

9.2.3	Disclosure of Confidential information by a Party, in accordance to the law, court or other authority, shall not be considered an offence to the obligations of confidentiality.
9.2.4	Regardless the reason for termination of the Framework agreement, the obligations of confidentiality shall be applied during the validity period and of a period of five (5) years thereafter.
9.3 privacy protection	The Seller that undertakes to supply Services must meet the PTS's applicable regulations on the reliability and integrity protection. The regulations change over time and current regulations are published on the Post and Telecom Agency's website.

10. Disclaimer and Limitation of Liability

10.1 Direct damage	Party is subject to the restrictions set out in the Agreement, responsible for direct damages that the Party, or for which party is responsible, caused the other Party due to negligence.
10.1.1	If a Party, by negligence, causes damage to the other Party, the injured party is entitled to damages. The Party's right to compensation is calculated from the time when the Party reported the damage to the other Party, unless stated otherwise in the Agreement. A Party's liability is limited to an amount per incident, equivalent to ten (10) times the current basic amount at the time of the injury, according to the Social Insurance Code (2010: 110).
10.2 indirect damage	Party is not in any way responsible for indirect damages or losses such as lost production, lost profits, corruption or loss of data, obstacles to fulfill obligations to a third party, loss of bargain (the exemption regulation in paragraph 10.6) or other consequential economic loss.
10.2.1	If a Party suffers damages claims from a third party and the other damage was caused by the other Party, the injurious Party shall at his own expense, defend the injured party and replace the injured Party for any costs and damages which the injured Party may be required to issue through conciliation or judgment. The Commitment is subject to the injurious Party receives notice of the claim within twenty (20) working days from when the injured Party received knowledge of the claim and that the injurious Party may appeal.

10.3 Penalty versus damages	<p>The Seller has the right to deduct paid penalty of compensation for damages to the extent that penalty was paid due to the same circumstance which caused the damage.</p>
10.4 Intent, negligence and personal injury	<p>Limitations of Parts liability does not apply in cases of intent or gross negligence, personal injury or liability arising from mandatory law.</p>
10.5 Property Damage	<p>Party's liability for damage to the other Party's owned or leased property, is limited to the damage arising as a result of the negligence of the Party's personnel or personnel for the Party to answer. Compensation is paid in cases of lost or damaged property value and compensation for dismantling and installation.</p>
10.6 Claims for delays and errors	<p>The Buyer is at Delivery Delay or Error, not entitled to any other compensation or other claims from the Seller than what is stated in these terms and conditions and follows the contracted Level of Service.</p>
10.7 Time limits for claims	<p>Unless otherwise expressly stated in the Agreement should Parts requirement reduction, penalties, damages or other compensation or compensation to the other party within six (6) months after the affected party noticed or should have noticed basis for the claim. The basis for the claim and the claim scope is to be specified no later than two (2) months after the statement of claim. If the request is not made within the stipulated time, the Party loses the right to make future claims for compensation.</p>
10.8 Immaterial rights	<p>All immaterial rights to the equipment, software, work manuals or other property, and information provided by the Seller are and remain the Seller's or its licensors'. The Buyer is entitled to use the service by an agreement non-exclusive and non-transferable, made available in connection with the Buyer's use of the Access Product or Service. The Buyer shall not, except as allowed in writing by the Seller, use, copy, modify or otherwise deal with the software or other materials belonging to the Access Product or Service, nor transfer or grant the right to any such software or material to another.</p>
10.9 Trademark	<p>Party is not entitled to use the other party's name, logo, trademark or similar signs at sale or marketing, without the other party's written consent. A Party may not assert that the Party's activities are carried out in the community or in any other form of cooperation with the other Party, without the other party's written consent.</p>

<p>10.10 Force Majeure</p>	<p>If the Party is prevented from carrying out their obligations under the Agreement due to events outside the Party's control</p> <p>(Force Majeure) - such as accident, fire, lightning, explosion, war, mobilization, riots, floods, requisition, confiscation and errors or delays in services from the subcontractor due to such event - this entails the right for the Party to postpone the time for performance as well as being released from penalties and other sanctions.</p>
<p>10.10.1</p>	<p>Party wishing to claim Force Majeure shall notify in writing the other Party as soon as possible, both when the obstruction occurs and when it ends. Party shall take reasonable measures to limit the impact of the event. As soon as the obstacle has ceased, the Party shall implement its commitments immediately, unless other written agreement.</p>
<p>10.10.2</p>	<p>If Force Majeure results that a significant part of the agreement cannot be met by one Party for a period longer than three (3) months, the other Party is entitled to terminate the Agreement with immediate effect and without compensation.</p>

11. Other conditions

<p>11.1 unauthorized intrusion</p>	<p>Party may not make unauthorized intrusion in the connected network and computing resources, read p.9.3 of privacy protection.</p>
<p>11.2 Closing an Access Product or Service</p>	<p>The seller may close the Access Product or Service in the following cases:</p> <p>a) Buyer has, despite a written reminder not paid the overdue fee that is without objection not paid the agreed advance not remedied exceeded credit limit failed to provide adequate security within twenty (20) working days from the dispatch of the reminder. In the reminder it shall be indicated that the closing will occur.</p> <p>b) The Seller has not been given the opportunity to examine the Buyer's equipment connected to the Access Product and which interferes with the Access Product, within a reasonable time.</p> <p>c) Buyer has, despite requests, not immediately disconnected its own equipment that interfere with the Access Product or other telecommunication.</p> <p>d) The buyer tampers the Access Product or Service without Seller's consent.</p> <p>e) The seller has the obligation to close the Access Product or Service by law or governmental regulation or decision.</p> <p>The closure may normally take place no earlier than twenty (20) business days after notification of the closing being sent. The Seller is not entitled to close the Access Product or Service if the Buyer's negligence, or the consequences of neglect, is of little importance. The Access Product or Service should be made available to the Buyer when the condition that caused the shutdown ended. The Buyer is obliged to pay charges for the Access Product or Service during the time the connection is closed and, where appropriate, compensation for Seller's direct additional costs to re-make the Access Product or Service available to the Buyer.</p>
<p>11.2.1</p>	<p>Relationship entitling Seller to close the Access Product or Service under paragraphs 11.2 a-d above shall always be regarded as a fundamental breach of contract, regardless of whether the Seller performed the closing or not. If the closing has occurred, dismissal may not occur after the correction has been made.</p>

<p>11.3 Early termination</p>	<p>Each Party has the right to terminate this Agreement immediately</p> <p>a) if the other Party materially breaches its obligations under the Agreement and fails to remedy within 30 days after the written notice</p> <p>b) if the other party is declared bankrupt, commences composition negotiations, is subject to reorganization or otherwise insolvent.</p> <p>c) if the other party has repeatedly materially breached its obligations under the Agreement, regardless if the correction has been made under paragraph 11.3 a) above.</p> <p>d) if an official decision, change of constitution or change of conditions due to similar important conditions, in addition to custom business risks, which significantly aggravates or forbids the Party to fulfill the Agreement, which the Party could not have foreseen when signing the Agreement and that occurred beyond Party's control.</p>
<p>11.3.1</p>	<p>If the Buyer has the right to terminate the Agreement for a Access Product or Service with immediate effect in accordance with paragraph 11.3 a and b above, the Buyer is also entitled to terminate the Agreement in respect of other Access Products or Services which essentially cannot be used as intended, as an effect of the termination.</p>
<p>11.3.2</p>	<p>If a Party terminates the Agreement in advance because of material breach of contract, the other Party has to replace the terminating Party damage. The liability is limited to direct damages and shall in no event exceed an amount equivalent to about fifteen (15) times the current price base amount of the termination, under the Social Insurance Code (2010: 110). Direct damage or loss shall be considered, but not limited to, costs and expenses that the injured party used to fulfill and prepare the Contract, but which have become useless because of the breach or termination.</p>
<p>11.3.3</p>	<p>If the agreement ceases to apply in advance, it also ceases the Buyer's right to use the Access Product or Service and the Seller's obligation to provide the Access Product or Service. Parties have the right to immediately retrieve any equipment installed by Party, at the other Party or which otherwise belong to the Party. Parties are also required to uninstall any software provided by the other Party for the use of the Access Product or Service.</p>

11.4 Contact	Business Responsible officers at the signing of the agreement, shall state the Call Agreement. Information on other contact persons are compiled by each Party in a Contact list. Contact list is continuously updated by the respective Parties and communicated to the other Party for any change. For each contact there must be a name, function, telephone number, mobile number and email address.
11.5 Address and change of address	The Buyer must provide the address to which the Buyer wants the Seller to send invoices and other notifications. By address is meant in mail, fax, e-mail address and contact or function. Changes of address must be notified to the other Party in the manner provided below.
11.6 Messages	<p>Messages related to the Agreement may be, unless specified otherwise, provided by courier, mail or e-mail. Message is deemed to have been received:</p> <ul style="list-style-type: none"> • at the handover -if delivered by courier • two business days after delivery to postal address if sent by letter • upon receipt provided that the receipt is confirmed-if sent by e-mail <p>Payment Reminders and immediate termination shall be sent by mail and email.</p>
11.7 Amendment of the Agreement	Changes and additions to the Agreement shall be in writing and signed by both parties to apply. If the parties agree of change or addition of the Contractual Agreement, such amendment and of when it will become valid, shall be stated in the document Special conditions annexed to the Agreement.
11.7.1	Each party has the right to immediately implement such changes in the Agreement that follow the applicable law, regulation, or official decisions. Such changes shall be communicated to the other Party without undue delay. If such change in the agreement, the other party owns the right to terminate the Agreement with one (1) month's notice.

<p>11.8 Modification of Terms and Conditions</p>	<p>Changes of the Framework Agreement between the respective Party and the Swedish Local Fiber Alliance or decisions taken by the Parties to the Framework Agreement that affects the package, shall not affect the content of the entered Contract, unless the Parties jointly agree otherwise in writing. Changes of the Framework Agreement or the Package of Agreement are made in accordance with the changing procedure shown in 3.1 Framework Agreement.</p>
<p>11.9 Transfer</p>	<p>The agreement may not be transferred without the other party's written consent. Approval should not be refused without reasonable grounds. However, the Party is always entitled to transfer the Framework agreement to another company within the same concern as the Party. A company within the same concern should be understood as referring; (1) Parties' parent concern, 2) companies owned by Party, or 3) companies owned by Party's parent concern, given the shareholding reaches at least 50%. If such company fail to comply with their obligations, the original Party is responsible that obligations are fulfilled.</p>
<p>11.9.1</p>	<p>The seller may, without the Buyer's consent, transfer the right to receive payment under the Agreement by a written notice to the Buyer thereof.</p>
<p>11.10 Insurance</p>	<p>The Parties shall contract and maintain the required insurance during the Duration of the Agreement which shall include but not be limited to include responsibility for:</p> <ul style="list-style-type: none"> • fire, vandalism and willful damage with extended coverage ("comprehensive insurance") relating to the Party's equipment situated in the other party or third-party premises • liability as a result of the Party's use of the other party or third party.

<p>11.11 Dispute</p>	<p>Disputes concerning the application or interpretation of this Agreement shall primarily be resolved through negotiations between the Parties. Any dispute shall be finally settled by arbitration administered by the Stockholm Chamber of Commerce Arbitration Institute (SCC). Rules for Expedited Arbitrations shall apply, unless the SCC with respect to the case, the amount in dispute or other circumstances, decides that the Arbitration Rules shall apply. If the Arbitration Rules apply SCC shall determine whether the arbitral tribunal shall consist of one or three arbitrators. Except as described above, the Party is entitled to bring an action in court in Sweden, if the amount in dispute does not exceed one million (1,000,000) SEK. The language of the procedure shall be Swedish. Swedish law, with the exception of the Swedish choice of law rules, should apply to the Agreement.</p>
<p>11.11.1</p>	<p>Except as mentioned above, a Party may refer matters relating to unpaid receivables due to service delivery to the trial in a public court or Swedish Enforcement Authority.</p>