1 GENERAL INFORMATION
1.1 These general terms and conditions apply when Fält Communications AB ("FältCom") provides services ("Service") to a Company ("Customer"). The service is specified in an agreement between the Customer and FältCom ("Agreement"). Details of the content of the Service are specified in the currently applicable description of the Service.

1.2 The Agreement shall be considered to have been entered into when FältCom has confirmed the Customer’s order in writing or, if this occurs earlier, when FältCom begins providing the Service to the Customer. The Agreement shall be prepared in writing if so requested by FältCom.

1.3 The Customer shall specify the postal address, e-mail address and contact to which the Customer wishes FältCom to send invoices and other correspondence.

2 FÄLTCOM’S PROVISION OF THE SERVICE
2.1 FältCom shall provide the Service in a professional manner and in accordance with the Agreement. FältCom is entitled to engage subcontractors in order to fulfil its commitments as per the Agreement. In such case, FältCom shall be responsible for the work performed by the subcontractor in the same manner as for work performed by FältCom.

2.2 FältCom continuously upgrades the Service’s performance. Such changes are made in such a manner that any disruption is limited. If a change to the Service entails that the performance of the Service is impaired, FältCom shall inform the Customer in a suitable manner and no later than three (3) months in advance. The same applies if change to the Service entails that the Customer’s equipment requires adaptation. The Customer is responsible for any costs for adaptation of the Customer’s equipment.

2.3 FältCom may alter the Service if use of the Service entails damage to FältCom or a third party. In such an event, the Customer shall be informed as soon as possible.

3 FAULT RESOLUTION
3.1 FältCom shall resolve faults in the Service within a reasonable time. In this context, “faults” means that the Customer cannot use the Service in accordance with the Agreement. However, FältCom is not obliged to resolve faults if the fault has been caused by unfavourable transmission or reception conditions for radio communications.

3.2 If the Customer has reported a fault that has been caused by the Customer or another party for which the Customer is responsible, FältCom is entitled to compensation from the Customer. Compensation according to FältCom’s currently applicable price list can be requested for work as a consequence of a
reported fault. The same applies if FältCom, following an investigation, ascertains that no fault has occurred. Examples of such are faults caused by:

a) Improper or negligent usage of the Service, or;

b) Failure to follow instructions regarding the use of the Service, or;

c) Modification, repair or connection performed by a party other than FältCom.

4 CUSTOMER’S UTILISATION OF THE SERVICE
4.1 The customer may utilise the Service for its own use and for the purpose stipulated by the Agreement. The Customer is responsible, for example, for use of the Service not:

a) Causing damage or other inconvenience to FältCom or a third party;

b) Infringing upon FältCom’s or a third party’s copyrights or other intellectual property rights;

c) Being in conflict with laws or other official directives or decisions.

4.2 “Security codes” refer to the user name and password, PIN, etc. The customer must store Security codes belonging to the Service in a secure manner, so that unauthorised persons cannot access them.

5 PAYMENT
5.1 The Customer shall pay fees in accordance with the applicable price list. Fixed fees are charged for time, starting at the point in time when FältCom has begun providing the Service.

5.2 The amount the Customer shall pay is specified on an invoice. The invoice falls due on the date specified on the invoice.

5.3 The invoice shall be paid in the currency and to the account indicated on the invoice. Payment is considered to have been made when it has been received by FältCom.

5.4 If the Customer fails to make payment at the latest on the due date, FältCom is entitled to compensation for reminder notifications and recovery costs, as well as interest on arrears as stipulated by law.

5.5 If the Customer has submitted notification within a reasonable time and presented factual objections to the amount invoiced, FältCom shall, at the request of the Customer, grant a stay of payment for the contested amount until FältCom’s investigation has been completed or the dispute has been finally settled. During the period of the stay of payment, interest on arrears is charged as stipulated by law on the portion of the contested amount that the Customer is ultimately obliged to pay.

6 TERMINATION OF SERVICE
6.1 FältCom may terminate or limit the Service if:

a) The Customer fails to pay invoices within the specified time frame despite written reminders;
b) The Customer fails to fulfil its commitments as stipulated in any of the Sections 4.1–4.2 or 10.1;

c) The Customer otherwise utilises the Service in contravention of the Agreement despite written notification from FältCom.

6.2 Termination or limitation as per Section 6.1 will not be conducted in trivial cases or when the Customer has taken corrective measures or due to a failure to make payment if the payment only concerns amounts that are to be assigned to another party.

6.3 FältCom may terminate the Service if the Customer requests this in accordance with the conditions under Section 14 below. FältCom is entitled to terminate the Service if obligated to do so in order to comply with laws or official directives or decisions.

7 DAMAGES

7.1 The Customer is entitled to compensation for direct damage that FältCom, or a party for which FältCom is responsible, has caused through negligence. The Customer is not entitled to compensation for indirect damage, such as loss of profits or other consequential damage.

7.2 FältCom is not responsible for damage that occurs due to the content of data or other information that is disseminated when utilising the Service, nor is FältCom responsible for damage caused by computer viruses or similar malware, delays, corruption or loss of data, nor for any liability the Customer may have in relation to third parties.

8 COMPLAINTS

8.1 For claims regarding objections to invoices or requests for price discounts or damages to be valid, they must be submitted within a reasonable time after the circumstance that gave rise to the objection or request was discovered or ought to have been discovered. Complaints and requests for damages shall always be submitted in writing.

9 FORCE MAJEURE

9.1 The Parties are released from the responsibility to compensate for damage or to fulfil certain obligations as stipulated by the Agreement if the damage or failure is due to circumstances beyond the control of the Parties (Extenuating Circumstances) and these circumstances prevent, significantly complicate or delay fulfilment of such obligations. The same applies if the failure is due to delayed deliveries from FältCom’s subcontractor that have been caused by Extenuating Circumstances.

9.2 Extenuating Circumstances are considered to include: official measures or omissions, new or altered legislation, labour conflicts, blockades, acts of war, civil unrest, sabotage, extreme weather conditions, lightning strikes, fires, explosions, flooding, natural disasters or accidents.

10 INTELLECTUAL PROPERTY RIGHTS

10.1 The Agreement does not entail that copyrights or other intellectual property rights are transferred to the Customer. Other than that which is specified in writing by FältCom, the Customer may not use, copy, alter or in any other way make use of software or other material belonging to the Service, nor transfer or
surrender rights to such software or material to a third party. For software included in the Service, special licensing terms may apply.

11 CUSTOMER DETAILS ETC.
11.1 FältCom allocates the Customer a subscription number, IP address, password and other codes ("Identification Details") that are necessary in order to use the Service. FältCom may change Identification Details for technical, operational or other specific reasons or based on official directives or decisions. The Customer shall be informed of such changes in ample time. The Customer is not entitled to Identification Details after the expiry of the Agreement unless the Parties have agreed otherwise in writing or unless otherwise prescribed by law.

11.2 Upon FältCom’s request, the Customer shall provide the information that FältCom requires for provision of the Service. The Customer shall immediately notify FältCom of any changes to such information.

12 TRANSFER OF THE AGREEMENT
12.1 The Customer is entitled to transfer the Agreement, wholly or in part, subject to FältCom’s approval. FältCom is entitled to transfer the Agreement to another company within the same group of companies or to a third party that has acquired the entity that is providing the Service.

12.2 The outgoing Customer is not liable to pay for obligations that arise after the transfer has occurred. The incoming Customer is responsible, jointly with the outgoing Customer, for obligations that arose before the time of transfer and that were known or ought to have been known to the incoming Customer at the time of transfer.

13 CHANGES TO AGREEMENT TERMS
13.1 FältCom is entitled to amend or supplement these general terms and conditions. The Customer must be notified of such amendments or supplements no later than three (3) months before they take effect.

13.2 If the Parties have agreed on a binding period for the Service, any amendment to the agreement terms that is disadvantageous to the Customer may not be made earlier than the conclusion of the binding period. However, FältCom may amend the terms effective during the binding period if the amendment is due to changed general price levels, increased taxes and fees, raised prices from external subcontractors, official decisions or altered legislation. The Customer’s right to terminate the Agreement in such an event is stipulated in Section 14.2.

14 TERMINATION
14.1 The Customer is entitled, with the exception of that stated in Section 14.4 below, to terminate the Agreement with a term of notice of three (3) months.

14.2 If FältCom has changed the terms or otherwise changed the Service, and this change is detrimental to the Customer, the Customer may terminate the Agreement upon the change taking effect, if notice of termination is submitted within thirty (30) days after the Customer has been informed of the change.

14.3 FältCom is entitled to terminate the Agreement wholly or part with immediate effect if:
a) The Customer has become insolvent or there is justified reason to believe that the Customer may become insolvent, or;

b) The Customer’s connection to the Service has been closed for at least one (1) month as stipulated in Section 7.1.

14.4 Despite that which is stipulated in Sections 14.1 and 14.3, if the Parties have agreed on a binding period, a Party’s termination will take effect no earlier than at the expiry of the binding period.

14.5 If the Parties have agreed on a binding period and the Agreement has not been terminated at the latest three (3) months prior to expiry of the initial agreement period, it will automatically be extended for an additional twelve (12) months from the date of expiry of the initial agreement period. The extension of twelve (12) months is defined thereafter as a new agreement period and Section 14.5 again applies if the Agreement has not been terminated at the latest three (3) months prior to the expiry of the new agreement period.

14.6 If, in conjunction with installation of the Service, technical issues arise that prevent delivery or function, both Parties are entitled to terminate the Agreement with immediate effect. In such an event, the Customer is under no obligation to pay remuneration for the Service.

14.7 Notice of termination shall be submitted in writing if requested by the Customer. FältCom is entitled to request written notice of termination if there is reasonable cause to ensure that it is the Customer that has terminated the Agreement.

14.8 If the Customer has terminated the Agreement, wholly or in part, the Service in question is deactivated either immediately or at a later point in time as requested by the Customer.

15 CONFIDENTIALITY

15.1 The Parties undertake not to reveal to third parties any Confidential Information that either Party receives or has received from the other Party. Beyond that which is stated in this Agreement, “Confidential Information” refers to any information about a Party or the Party’s operations that can be considered to be of a confidential nature with the exception of:

a) Information that is common knowledge or becomes common knowledge in a manner other than through a breach of the content of this Agreement;

b) Information that a Party can demonstrate was already in the Party’s possession before it was received from the other Party, or;

c) Information that a Party has received or will receive from a third party when there is no obligation to observe confidentiality in relation to said third party.
15.2 The stipulations in Section 15.1 do not constitute an obstacle to a Party releasing Confidential Information when this is required due to stipulations in laws or due to the decision of a court of law or a public authority. Furthermore, Section 15.1 does not constitute an obstacle to FältCom processing or releasing Customer Details and Traffic Data as stipulated by law or provided approval.

15.3 The recipient of Confidential Information may only use the information for the purpose intended upon its release.

16 DISPUTES
16.1 In the event of a dispute regarding this Agreement, either Party may request in writing that the Parties initiate negotiations, if necessary jointly with representatives from all third-party suppliers or service providers, for the purpose of resolving the dispute in a manner that is acceptable to all parties concerned. If the dispute has not been resolved through negotiations within a period of thirty (30) days from the written request for negotiations, the dispute shall be referred to arbitration in accordance with the following. Disputes or claims arising from or in conjunction with this Agreement, or breach, termination or invalidation thereof, that has not been resolved through negotiations as per that set out above, shall reach final settlement through arbitration in accordance with the Rules for Expedited Arbitration Procedures of the Arbitration Institute of the Stockholm Chamber of Commerce. Unless otherwise agreed, the arbitration procedure shall take place in Stockholm and be conducted in Swedish. Each dispute that arises in conjunction with this Agreement shall in all respects be subject to Swedish law.

17 EFFECTIVE DATE
17.1 These general terms and conditions apply as of 1 December 2014 and supersede all previously applicable terms and conditions regarding the Services that FältCom provides to the Customer.