

Bilaga 3; Kalix Tele24 AB allmänna avtalsvillkor

Appendix 3 Kalix Tele24 AB General agreement terms and conditions

1 INTRODUCTORY REGULATIONS

- 1.1 These General terms and conditions apply to Services that Kalix Tele24 AB ("**Kalix**") provides.
- 1.2 Kalix and ("**the Client**") have agreed, verbally or in writing, on the purchase of certain services by the Client related to answering services and with this associated services from Kalix ("**the Services**").
- 1.3 This agreement for the Client's purchase of the Services, forms, together with these general agreement terms and conditions, the agreement ("**the Agreement**") between Kalix and the Client concerning the Client's purchase, and the provision by Kalix of, the Services.
- 1.4 In the event Kalix and the Client have reached specific agreement on terms and conditions that differ from these general agreement terms and conditions, preferably in the Agreement, such specific written agreements shall take preference.

2 KALIX UNDERTAKING

- 2.1 Kalix shall provide the Services in accordance with the relevant service description, with suitable employees for the purpose and in a professional way.

3 CLIENT UNDERTAKING

- 3.1 The Client undertakes to ensure Kalix is given all the help necessary to perform the Services in accordance with the Agreement.

4 EQUIPMENT NECESSARY FOR THE PERFORMANCE OF THE SERVICES

- 4.1 In the event Kalix needs to connect to the Client's platform in order to be able to provide the Services, certain hardware and/or software may need to be installed at the Client.
- 4.2 In cases where Kalix has taken out a licence for third party software on behalf of the Client, the Client has a limited, non-exclusive right to use such software for his own purposes in order to use the Services. Third party licence terms and conditions for such software as above apply to the Client (and take preference over the Agreement) with regard to the Client's use of such software.
- 4.3 Hardware that is installed at the Client remains Kalix property and may only be used by the Client to the extent and purpose necessary to use the Services. The Client undertakes not to remove such hardware that belongs to Kalix and to treat it with due care and attention.

5 CONNECTION

- 5.1 The Client is responsible for equipment such as switchboards and any subscriptions that are necessary for connecting to the Kalix production platform.
- 5.2 It is imperative for the provision of the Services that the Client's equipment is of good quality. The Client may only connect and use equipment that is registered with the Swedish Post and Telecom Authority or that can be connected to a publicly accessible telecom network for connection to the Kalix production platform.
- 5.3 The Client shall, at the request of Kalix, provide information on the equipment connected without delay.

6 INTELLECTUAL PROPERTY RIGHTS

- 6.1 Each party retains complete intellectual property rights to software, business concepts, documentation, training materials etc., that have been produced, obtained or otherwise acquired before entering into this Agreement.
- 6.2 Performance of the Services does not mean that any copyright or other intellectual property rights are assigned or transferred to the Client.

7 UPDATING OF REGISTERS AND INFORMATION ON VOLUME CHANGES

- 7.1 The Client may update registers supplied with information on persons that are to be covered by the Services via a software application that is made available to the Client at the client portal on the Kalix website or as otherwise advised by Kalix.
- 7.2 Kalix hereby grants the Client the right, during the term of the Agreement, to use the software as instructed for the purpose of updating the register.
- 7.3 It is the Client's responsibility to inform Kalix of any organisational changes, marketing activities and similar that can be expected to have a significant impact on the number of incoming calls to Kalix.

8 PRICES AND PAYMENT TERMS AND CONDITIONS

- 8.1 Prices stated by Kalix are stated excluding VAT in SEK unless expressly stated otherwise. Kalix has the right to charge an invoicing fee.
- 8.2 Invoicing will be in line with the Kalix price list current at the time. Annual or monthly fixed costs are to be paid in advance and monthly variable charges in arrears. Set up charges are debited in association with the project start.
- 8.3 Payment is to be made within 15 days of date of invoice. If payment is not received by Kalix by the payment due date stated on the invoice, Kalix is entitled to charge penalty interest in accordance with applicable penalty interest legislation, legally regulated reminder and debt collection charges plus any other possible statutory charges. Kalix is also entitled, without this affecting the Client's payment liability for the Services, to stop providing the Services until payment has been received in full and to require payment in advance for any future supply of the Services.

- 8.4 Kalix is entitled to transfer its accounts receivable from the Client to another party, e.g. due to factoring.
- 8.5 Kalix is entitled to make regular credit checks on the Client and, if Kalix finds due cause for such, to require advance payment.
- 8.6 Payment that is overdue by more than 30 days, shall be deemed to be a serious breach of contract that gives Kalix the right to terminate the Agreement with immediate effect.
- 8.7 Kalix can implement future price increases as a result of e.g. increased payroll costs or inflation and in such cases, shall notify the Client of such no later than 30 days before the price increase comes into force. In the event the Client does not accept the price increase, the Client is entitled to give notice to terminate the Agreement in accordance with point 14. The Client will then be debited in accordance with the previous price list during the notice to terminate period.

9 FAULTS

- 9.1 In the event Kalix is negligent in performing the Services ("**Faults**") Kalix shall, where practically possible, without unreasonable delay, rectify such Faults the Client has complained about, however not if rectifying the Fault entails inconvenience and costs for Kalix that are unreasonably large in relation to the significance of the Fault to the Client. If Kalix does not rectify the Fault, the Client is entitled to a reasonable deduction against the cost of the Services that have been inadequately performed.
- 9.2 To be entitled to corrective measures or price deductions respectively in accordance with point 9.1, the Client shall make a complaint in writing about the Fault and present a claim for compensation no later than 30 days after the Client has noticed or should have noticed the grounds for the claim, however no later than the date the invoice for the Services the Client considers to be faulty falls due for payment.

10 TRAFFIC LIABILITY

- 10.1 The demarcation point for all telephony and data communication is the Kalix production unit. There are a number of factors that are crucial for the performance of the Services that lie outside Kalix' control and for which Kalix is therefore not liable:
- (i) Availability of the public telecom network, the telecom networks of other operators and the Internet;
 - (ii) Heavy loads on phone lines at certain time periods with overload problems as a consequence, and
 - (iii) The third party operators that the Client himself connects to and that are used in connection with the Services (e.g. GSM, Internet) can have specific conditions that can impact on the performance of the Services.

Were the Services to be inadequate in a certain respect as a consequence of inadequacies in one or several of these factors, Kalix accepts no liability for such inadequacies in the Services.

- 10.2 Kalix strives to reduce the impact of the above factors by e.g. notifying the Client on each occasion general changes in third party operator conditions become publicly known and known interruptions to operations.

11 FORCE MAJEURE

- 11.1 If either party is prevented from fulfilling their obligations under this Agreement as a result of circumstances outside the control of the party, such as lightning, employment conflict (including strikes and lock outs), fire, change in public authority regulations, plus faults or delays in services from subcontractors as a result of such circumstances, the party shall not be liable for damages and other consequences.
- 11.2 The party citing force majeure shall notify the other party of this without delay, and describe the circumstances and provide an estimate of when the force majeure situation is expected to end.

12 LIMITATION OF LIABILITY

- 12.1 Kalix is not liable for damage that occurs as a result of circumstances on the Client's side or circumstances outside Kalix' control. Nor shall Kalix be liable for damage that arises as a result of the Client's failure to adhere to the Agreement.
- 12.2 Kalix' liability is limited to the damage that has been caused due to intent or negligence. Kalix accepts no liability for lost profits or other indirect damage, such as, for example, but not limited to loss of data and goodwill. Kalix' liability is limited to the amount the Client has paid in total to Kalix over the most recent three (3) months, however up to a maximum of one (1) X price base amount per damage occasion and however up to a maximum of SEK 1,000,000 per year.

13 DATA PROTECTION

- 13.1 The Client is the data controller for the processing of personal data that is done in accordance with the Agreement. When processing personal data as a consequence of the Agreement, Kalix is the data processor. Kalix' Specific terms and conditions for the processing of personal data together with instructions apply for such processing, unless the parties have reached a different data processor agreement in writing. At the end of this Agreement, Kalix has the right to retain the data containing personal details, however, provided such are de-identified.

14 AGREEMENT PERIOD AND PREMATURE TERMINATION

- 14.1 Unless otherwise expressly agreed, the Agreement shall run until further notice with three (3) months notice period of termination. To be valid, notice to terminate is to be made in writing.

14.2 Both parties have the right to terminate the Agreement with immediate effect in the event the other party a) is in serious breach of the Agreement and does not take corrective action within 30 days of being notified in writing of such or b) cancelled payments, entered into negotiations with creditors, gone into liquidation, been declared bankrupt or shown other equivalent signs of insolvency.

14.3 Kalix also has the right to terminate the Contract with immediate effect in the event of a missed payment as described in point 8.6.

15 UNDERTAKINGS ON TERMINATION OF CONTRACT

15.1 On termination of the Agreement, the Client shall immediately return any equipment belonging to Kalix, reprogram their switchboard such that no phone calls are routed to Kalix.

15.2 In the event the Client does not fulfil his undertakings in accordance with point 15.1, Kalix has the right to debit the Client for equipment belonging to Kalix and that the Client has in his possession and for calls that are routed/forwarded automatically or manually from the Client and reach the connection number at Kalix.

16 CONFIDENTIALITY

16.1 Kalix and the Client undertake not to disclose the content of the agreement between Kalix and the Client to a third party or to disclose details of the other party's business that can be considered a business or trade secret or information that is covered by a duty of confidentiality by law. Information that the party has stated is confidential shall always be considered a business and trade secret.

16.2 Information security is important for Kalix. All employees of Kalix sign a confidentiality clause related to client information that is held in Kalix databases.

17 CHANGES TO SERVICES AND THE GENERAL TERMS AND CONDITIONS OF THE CONTRACT

17.1 Kalix reserves the right to further develop and change the services that are provided at any one time. In the event, such changes have a significant adverse effect on the benefits the Client has from the Services, the Client has the right to terminate the subscription with immediate effect.

17.2 These General terms and conditions apply until further notice. Changes in these General terms and conditions will be published at www.kalixtele24.se or otherwise communicated to the Client no later than 30 days before the change comes into force. In the event the Client objects to the change, this should be notified to Kalix before the changes come into force. In the event no such notification is received by Kalix, when the changes come into force, they shall be applicable to the Client.

18 MARKETING

19 The Client grants Kalix consent in the marketing process with new customers, to name the Client as a client of Kalix. Kalix is to obtain authorisation in writing to use Client brands in marketing in each individual case.

20 TRANSFER OF PERSONNEL

20.1 The Agreement does not entail any transfer of operations in a way intended in Act (1982:80) unless employment protection is effected.

20.2 In the event the Agreement still entails a transfer of operations as referred to in point 19.1, and accordingly, a joint liability for Kalix to take over personnel from the Client, the Client shall compensate Kalix for all Kalix' costs associated with such a transfer of operations. Specific agreement is to be reached in writing for such a transfer of operations and the terms and conditions for such.

21 NOTIFICATIONS

21.1 Notifications in relation to this Agreement are to be made by email. The Client is responsible for ensuring email addresses given to Kalix are correct.

22 TRANSFER OF RIGHTS AND RESPONSIBILITIES IN ACCORDANCE WITH THE CONTRACT

22.1 Kalix has the right to freely transfer its rights and responsibilities in accordance with the Agreement to companies in the same group and to a third party in association with the transfer of all or parts of Kalix' operations.

22.2 The Client is not entitled to transfer its rights and responsibilities in accordance with the Agreement without the approval of Kalix in advance in writing.

23 USE OF SUBCONTRACTORS

23.1 Kalix has the right to use subcontractors to complete its undertakings in accordance with the Contract. Kalix is liable for the work of such subcontractors in the same way as its own.

24 APPLICABLE LAW AND DISPUTES

24.1 The interpretation and application of this Agreement and the provision of the Services by Kalix, is to be done in accordance with Swedish law.

Disputes arising from the Agreement and the provision by Kalix of the Services are to be resolved in a Swedish public court of law with Stockholm Court as first resort.
