

1. Introduction

This agreement ("Terms and Conditions") is between you, a registered customer of the Amazon Web Services ("AWS") online marketplace ("Customer"), and Telenor Connexion AB ("Telenor"). This agreement is effective when the customer has accepted the Terms and Conditions by placing an order on the AWS online marketplace ("Effective Date") for Services provided by Telenor.

2. Background Information

The Customer intends to carry out a Test of the Services provided by Telenor. The Terms and Conditions for the Test of the Services are as stated hereinafter.

3. Scope of the Test of the Services

Each SIM-card comes with one (1) Subscription. The SIM-cards shall be used only together with Customer's equipment. If the Customer requires customer service during the Test of Services, please contact Telenor Support at: support@telenorconnexion.com. Telenor's support for the Test of Services shall be on best commercial effort basis.

4. Traffic Consumption and Limitations of Trial

The maximum monthly data consumption per SIM-card, included in the Test of Services is the MB and SMS that are stated on the Telenor AWS Marketplace site – Pricing Information. It is the Customer's responsibility to monitor traffic consumption. In case the data consumption per SIM-card exceeds the stated data consumption, traffic fees for such exceeding traffic ("Traffic Fees"), as stated on the Telenor AWS Marketplace site – Pricing Information, will apply.

5. Prices for Traffic Fees

Traffic Fees will be charged in accordance with what is stated on the Telenor AWS Marketplace site – Pricing Information. If the SIM-cards exceed the traffic included, the Customer will be charged accordingly.

6. Payment Terms

The Customer shall pay a monthly subscription fee. The subscription fee for the first month is paid in advance at the time of ordering the product.

Traffic fees starts when the traffic volume for a specific SIM-card exceeds the traffic included in the product purchased and will be charged to the AWS Marketplace registered credit card, at next month. In case the Customer is in delay with payment Telenor has, in its sole discretion, the right to suspend the test of the relevant SIM-card or to terminate the Agreement, without any liability, with immediate effect.

7. Service Portal

The Customer will receive access to a Service Portal account during the Test Period. Login credentials (username and password) will be sent via E-mail. The Service Portal account includes permissions to view and manage SIM's.

8. Limitations

The SIM-cards shall be used by the Customer solely for testing purposes. Commercial usage is not allowed. The Customer acknowledges that Telenor does not make any warranties or representations as to the solution and/or SIM-cards and/or the Services as being fit for the purpose it is being tested for and excludes all liability in relation hereto. Telenor shall in no event be liable to the Customer for any damages (whether direct or indirect damages, including but not limited to loss of production, loss of business, loss of revenue or loss of data).

9. Proprietary Rights

The Agreement shall not constitute an assignment to the Customer of any Intellectual Property Rights belonging to Telenor, and Telenor shall retain ownership of or other interest in any such Intellectual Property Rights to which Telenor may be entitled.

10. Confidentiality

The Customer undertakes to treat as confidential any and all Confidential Information disclosed in connection with this agreement or the provision or use of the Services hereunder, both during the agreement term and for a period of three (3) years after the termination or expiration of this agreement. Further, the Customer undertakes to use the Confidential Information obtained under this agreement solely for the purpose of testing the Services and for its performance of obligations and shall not disclose any Confidential Information obtained hereunder in connection hereto without Telenor's prior written consent. "Confidential Information" means any secret or confidential information, including any technical, trade secret, know-how, scientific, manufacturing, financial or other information of which, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the parties, exercising reasonable business judgment, to be confidential.

11. Term and Termination

This Agreement is valid from the Effective Date and will continue to be in force for the period specified on the Telenor AWS Marketplace site – Contract Duration. The Agreement shall automatically terminate by the end of the agreement term or when the customer cancel the subscriptions. All subscriptions will upon this date be terminated automatically by Telenor.

At cancellation of the subscription, Telenor will deactivate the SIM-cards and after a period of six months Telenor will permanently terminate the SIM-cards in Telenor's systems. Once the SIM-card has been permanently terminated it cannot be reactivated

Telenor may terminate the Agreement and the Subscriptions at any time after twelve (12) months from the Effective Date, if Customer has not chosen to enter into a commercial agreement with Telenor. In the event Telenor wishes to terminate the Agreement as stated above, Telenor shall give Customer at least thirty (30) days' prior written notice.

Telenor is entitled to terminate the Agreement without any liability to the Customer by giving notice to the Customer at any time if:

- i) the Customer is in material breach of any of these terms and conditions of this Test Agreement; or
- ii) there is any misuse and/or unauthorized use of SIM-cards; or
- iii) the Customer is about to have a receiver or administrative receiver appointed over it or its assets or is about to pass a resolution for winding up (other than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction has made an order to that effect or if the Customer enters into any voluntary arrangement with its creditors or becomes subject to an administration order; or
- iv) the Customer ceases to carry on business; or
- v) the Customer reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies Telenor accordingly.
- vi) the customer has entered into this agreement as a consumer.

12. Assignment

The Customer may not assign its rights and obligations under this Agreement without Telenor's written consent.

13. Governing Law

This Agreement shall be governed by the laws of Sweden.

14. Disputes

All disputes, differences or questions with respect to any matter arising out of or relating to this Agreement shall be finally settled under the Rules of Arbitration Institute of the Stockholm Chamber of Commerce. The place of arbitration shall be Stockholm.

15. Changes to Terms and Conditions

Telenor has the right to change the terms and conditions. The changes shall enter into effect fourteen (14) days at the earliest following written E-mail notification thereof given to the Customer.