

This is a translation of an original document in Swedish The translation is for informational purposes only. In case of discrepancies, the Swedish version prevails.

Effective as of 01-03-2026

Skanova' s Privacy Policy

The personal privacy of End Customers and our contact persons at the Operator is important to Skanova. Our privacy policy – Telial's privacy policy for operator sales etc. – provides more information about what personal data Skanova processes, the type of processing, the purpose and legal basis for the processing, the retention period of the data and the right to information, rectification, erasure and objection.

1 Definitions

<u>Business Day:</u>	Monday to Friday (excluding holidays), except the day before a holiday
<u>Contractual Delivery Date:</u>	Day from which the Product is to be provided pursuant to the Lease Agreement
<u>Ordering:</u>	The Operator's call off of the Product
<u>Order Confirmation:</u>	Skanova's acceptance of the Order
<u>Actual Delivery Date:</u>	Date when the delivered Product fulfils the PRODUCT SPECIFICATIONS
<u>On-Premises network:</u>	Wiring with associated and related equipment that is connected to Skanova's network
<u>Fault:</u>	The Product deviates from the PRODUCT SPECIFICATIONS. Deviations that have no relevance for the Product's functionality are not regarded as a Fault.
<u>Lease Agreement:</u>	Agreement entered into in accordance with the Reference Offer
<u>All-Clear Report:</u>	Notice that Product Complies with the PRODUCT SPECIFICATIONS
<u>Less adaptation:</u>	Jumper, splicing or another measure that does not require excavation
<u>Network connection:</u>	The physical point where the End Customer connects to a public communications network.
<u>Price Quotation:</u>	Offer and price quote from Skanova
<u>Request for a Quotation:</u>	Request from the Operator for a Price Quotation
<u>Operator:</u>	A party who calls off the Product
<u>Party:</u>	Skanova or the Operator
<u>Price list:</u>	The prevailing price list for the called-off Product.
<u>Product:</u>	Product that is to be called off by the Operator
<u>Reference Offer:</u>	Offer for network infrastructure access
<u>End Customer:</u>	A customer of the Operator who is the end user of the Product
<u>Access point:</u>	Telecommunications exchange or other suitable connection/coupling point
<u>Space:</u>	Space for placement of the Operator's equipment in the telecommunications exchange or cabinet.

2 General information

- 2.1 Skanova provides access to network infrastructure in accordance with the at any time applicable Reference Offer published on www.teliawholesale.se.
- 2.2 For a called-off Product, a Lease Agreement is entered into. The Reference Offer's PRODUCT APPENDIX with the sub-appendices and these GENERAL TERMS AND CONDITIONS apply for the Lease Agreement.
- 2.3 The PRODUCT APPENDIX with sub-appendices take precedence over these GENERAL TERMS AND CONDITIONS. The sub-appendices take precedence according to numerical order.

- 2.4 Each Party is responsible for its subcontractors and consultants to the same extent and in the same manner as it is for its own personnel.

3 The Product

- 3.1 The called-off Product is delivered in accordance with to the PRODUCT SPECIFICATIONS that applies at the time of the Order Confirmation.
- 3.2 Skanova is entitled to modify or restrict the usage of a Product if necessary for technical, maintenance or operational reasons. In such case Skanova shall attempt to minimise the period of interruption and take the necessary measures to cause the Operator the least possible inconvenience. Skanova shall make efforts to the fullest extent possible to inform the Operator of the timing for the work in the network that may affect the Lease Agreement. The information shall, if possible, be provided at least ten (10) Business Days in advance.
- 3.3 Modifications are being carried out continuously in the telecommunications network in order to optimise the operation and operation of the network. Modifications are published at least six (6) months in advance in Skanova NetBusiness, unless there are special reasons that necessitate a modification taking place more quickly.
- 3.4 When moving a telecommunications station where the Operator has a Space, Skanova shall offer the Operator Space at the location where the telecommunications station is relocated to.

4 NetBusiness

- 4.1 NetBusiness is an electronic system for accessing Skanova's Products. NetBusiness encompasses a web-based service, NetBusiness Web, plus a service based on a computer-based interface, NetBusiness Connect.
- 4.2 NetBusiness is to be used to the extent specified by Skanova.
- 4.3 The Terms and Conditions for NetBusiness, are governed by a separate agreement.

5 Quotation process

- 5.1 In cases where a quotation or tender procedure shall be used, the Operator is to make a Request for a Quotation
- 5.2 Upon a Request for a Quotation, Skanova provides a Price Quotation or indicates the reason why a Price Quotation is not provided.
- 5.3 A Price Quotation is binding for the time specified in the Price Quotation.
- 5.4 An Order preceded by an Quotation procedure shall be in accordance with the Price Quotation that has been provided. For such an Order, what is stated below under section 6 applies.

6 Ordering

- 6.1 An Order is binding on the Operator for seventeen (17) Business Days. If accepted, Skanova provides an Order Confirmation. Skanova indicates Contractual Delivery Date in the Order Confirmation.
- 6.2 If the Order is not accepted, Skanova indicates the reason for this.
- 6.3 A Lease Agreement has been entered into when Skanova has confirmed the Order by sending the Order Confirmation. However, a Lease Agreement is always considered to have been entered into when Skanova has delivered the Product and the Operator has begun to use it.

7 Delivery

7.1 Delivery shall occur no later than on the Contractual Delivery Date.

7.2 Skanova is entitled to change the Contractual Delivery Date in the event the following occurs:

- mandatory decisions of a public authority,
- special geographical or climatic conditions (e.g. severe cold, ground frost, preservation designated streets and buildings (*K-märkta*), delivery to mountains, mountain peaks or islands),
- permission from the landowner is not granted on reasonable terms,
- in the event of material change in the preconditions or circumstances for delivery that has occurred prior to the Operator having placed its Order.

Skanova shall promptly provide information to the Operator in regards to any changed Contractual Delivery Date.

7.3 Delivery of a fibreaccess occurs to a Network Connection Point. The location of the Network Connection Point is determined by Skanova.

7.4 The Operator shall, at no cost to Skanova, provide space, if necessary, for both the Network Connection Point and the ducting between the property line boundary and the Network Connection Point.

7.5 The parties shall cooperate together in an appropriate manner so as to facilitate delivery.

7.6 The Operator is entitled to cancel the order for the Product before the Contractual Delivery Date. In the event of cancellation, Skanova is entitled to charge the Operator a cancellation fee as well as its costs for delivering the Product.

7.7 The Operator shall notify its instructions, at the latest at the time of placing the Order, for the installation work and conditions for access to space at the Operator and the End Customer. If Skanova does not obtain the required access, Skanova has the right to change the Contractual Delivery Date and receive compensation from the Operator for its additional costs.

7.8 When the Product is delivered, Skanova provides a All-Clear Report to the Operator. The Delivery will not be considered to have been completed prior to the All-Clear Report being provided. However, the Operator is deemed to have approved the delivery if the Operator has commenced using the Product.

7.9 If a Fault is present in the delivered Product, the Operator shall make a complaint and indicate how the Product deviates from the PRODUCT SPECIFICATIONS. The complaint have to be done within 30 calendar days from the All-clear Report has been received or, If the All-clear Report have been received before the Contractual Delivery Day, Within 30 calendar days from the Contractual Delivery Day. If the complaint isn't sent within this time frame, the Operator is deemed to have approved the delivery.

7.10 Faults shall be resolved by Skanova without delay and a new All-Clear Report shall be provided.

7.11 If the Operator has made a complaint and no Fault exists, Skanova is entitled to charge the Operator a troubleshooting diagnostic fee.

8 Delay in delivery

8.1 In the event of delay in delivery, Skanova will pay a penalty fee. The penalty is calculated according to what is provided in section 14.

8.2 If the cause, for Skanova not delivering on the Contractual Delivery Date is due to the Operator, the Operator is not entitled to any penalty fee.

9 Delivery under Aggravating Circumstances

- 9.1 After a Quotation has been provided by Skanova, circumstances may arise that not insignificantly aggravate and/or increase the cost of delivery, such as, but not limited to, contaminated land or heritage-listed (sv.K-märkta) streets and properties. If these circumstances have not been explicitly disclosed by the operator to Skanova at the time of submitting a Request for Quotation, Skanova (in addition to what is stated in section 7) has the right to amend the terms of Delivery and/or charge for additional costs, or, if a Lease Agreement has been entered into, terminate the Lease Agreement.

10 Charges and payment terms

- 10.1 The Operator shall pay the charges specified in the Lease Agreement. All charges are exclusive of VAT.
- 10.2 The Operator pays a periodic charge for called-off Products as from the Contractual Delivery Date. If the Actual Delivery Date occurs after the Contractual Delivery Date, and the delay in delivery is due to Skanova, the Operator shall pay the charge from the Actual Delivery Date.
- 10.3 The periodic charge is payable in advance and the one-off charge in arrears. If Skanova so requests, the network extension charge is to be paid in advance in whole or in part.
- 10.4 The Operator shall pay invoice within thirty (30) days from the invoice date.
- 10.5 The Operator is required to pay the charge even though Skanova has closed access to the Product by pursuant to section 14.
- 10.6 If the Operator does not pay the invoice no later than the due date Skanova is entitled to compensation for a payment reminder, collection fee and default interest pursuant to the Swedish Interest Act.
- 10.7 Any objections to the invoice shall be submitted in writing no later than six (6) months after the due date of the invoice. If the Operator has not risen an objection about the invoice in time, the Operator may not raise an objection to which the Operator has known about or should have known about before the deadline expired.

11 Use of the Product

- 11.1 The Operator may only use the Product in accordance with the Lease Agreement. The Operator is responsible for the Product not being used in a manner that it:
- causes damage or other inconvenience to Skanova or to third parties,
 - is not in conflict with law or a public authority's regulations or decisions.
- 11.2 When connecting equipment to a Product, the Operator shall follow the instructions provided by Skanova. The Operator undertakes to immediately disconnect equipment that causes interference in the network or third-party equipment.
- 11.3 The Operator shall ensure that Skanova has access to premises (without cost) to the extent necessary in order to enable Skanova to deliver and maintain the Product.
- 11.4 Equipment that the Operator receives access to by means of the Lease Agreement may not be sold, rented to others, pledged for security or disposed of in a similar manner. Equipment may not be interfered with and measures may not be taken that obstruct the identification of the equipment, such as removal of markings.

12 Security

- 12.1 Skanova may require that the Operator deposits a security if it appears to be justified after a credit check has been conducted. The security shall be proportionate to the circumstances prevailing when

the security was requested. The Operator may request that Skanova reconsider the need for security being provided.

13 Faults

- 13.1 Skanova corrects the Fault, in accordance with the agreed service level. The Operator may not perform service and maintenance of equipment and materials covered by the Lease Agreement.
- 13.2 A service request can be made any day, around the clock, i.e. 24/7. The notification shall be made in the manner Skanova specifies. When contacting Skanova, the Operator shall always provide the reference number that Skanova has assigned to the fault report. Before the Operator reports a fault, the Operator shall verify its own and the end-customer's equipment.
- 13.3 A fault report is to contain:
- (a) the Product's identification (FB number etc.)
 - (b) description of the Fault
 - (c) type of application of the Product
 - (d) contact Person
 - (e) the Operator's reference number
 - (f) time when the Fault was detected
 - (g) other relevant information, such as entry code.
- 13.4 In the event of a service request, the Operator shall, if Skanova so requests, attach its analysis of the Fault.
- 13.5 When the Fault is remedied, Skanova provides an All-Clear Report. If the Operator does not approve the Fault remediation, the Operator shall report that the Fault is not rectified. When Skanova has remedied the Fault, Skanova provides a new All-Clear Report.
- 13.6 If the Operator has not complied with a request for access, the time to remedy a Fault is extended with reasonable time and Skanova is entitled to compensation from the Operator for its additional costs.
- 13.7 Skanova is entitled to compensation from the Operator for its costs if a Fault has been caused by the Operator due to:
- a) improper, careless or negligent use of the Product
 - b) failure to follow instructions for the Product
 - c) equipment that has been connected to the Product
 - d) modification, repairs or other action on the Product performed
- 13.8 If the Fault has not been remedied within the agreed service period, penalty payment will be made. The penalty is calculated according to what is provided in section 13.
- 13.9 If the Operator has made a notification of a Fault or that a Fault has not been rectified, and in fact there is no Fault, Skanova is entitled to charge the Operator a troubleshooting diagnostic fee.

14 Penalty payment

- 14.1 A penalty shall be payable in an amount corresponding to five (5) percent of the quarterly rent for the Lease Agreement per commenced period of three (3) Business Days. However, a penalty shall not exceed an amount corresponding to the fee for one (1) quarter. The Operator is not eligible for damages during a penalty payment period.

15 Suspension etc.

- 15.1 Skanova may deny to the Operator the possibility to Order a Product and/or suspend the Access to a Delivered Product, if the Operator, in spite of a written request to make a correction
- uses the Product in violation of the Lease Agreement
 - does not fulfil its payment obligation under the Lease Agreement
 - does not deposit the required security pursuant to section 11
- 15.2 The availability of a delivered Product may not be suspended if the offense is of minor significance.
- 15.3 If the Operator makes a correction, the Operator will be able to re-access the Product, unless the Lease Agreement has been terminated. Skanova is entitled to charge a fee to make the Product accessible again.

16 Confidentiality

- 16.1 Each Party undertakes not to provide third parties access to any confidential information which the receiving Party received from the other Party, without the other Party's consent. "Confidential Information" refers to such information of a technical, commercial, or other nature that, by its nature, constitutes confidential information or, which by the disclosing party has been stated to be of confidential nature by means or marking or in another manner.
- 16.2 Each Party shall ensure that only persons in need of confidential information in order to perform their work tasks under the Lease Agreement may access confidential information. Both Parties shall ensure that these persons observe the same duty of confidentiality as this Lease Agreement stipulates.
- 16.3 The obligation of confidentiality does not apply to information that has come to general public knowledge other than by breach of the agreement. The obligation does not either apply in cases where a Party, or employee of a Party, due to a provision in law or other regulation or decision of a public authority is obliged to disclose the information, or when the disclosure of the information is a necessary prerequisite for the Party to exercise its rights or fulfil its obligations under the Lease Agreement.
- 16.4 Confidentiality does not prevent Skanova from informing another operator that the Operator has signed a Lease Agreement concerning an End Customer, if the other operator has entered into an agreement with the End Customer and intends to terminate a Product relating to the Operator's Lease Agreement.
- 16.5 The obligation of confidentiality with regard to confidential information remain in force even after the date of expiration of the Lease Agreement.

17 Intellectual property rights

- 17.1 The Lease Agreement does not entail that ownership or intellectual property rights are transferred to the Operator. The Operator may not use, copy, modify or otherwise process any software or other material belonging to the Product, without Skanova's written consent, nor transfer or permit others to use such software or material.
- 17.2 A Party is entitled to use the other Party's name, logo, trademark, brand or similar identifiers without the written approval of the other Party, for sales or marketing. A Party may not claim that the Party's business activities are conducted in association or in other forms of cooperation with the other Party.

18 Compensation for damages

- 18.1 A Party is entitled to compensation for direct damage caused by the other Party's negligence.

- 18.2 The Operator shall hold Skanova harmless for all claims made by third parties against Skanova in connection with the Operator's usage of the Product in violation of the Lease Agreement. Neither Party is entitled to any other compensation for indirect damages.
- 18.3 A Party is not liable to the other Party for any damage that has arisen as a result of data content, computer viruses, corruption or loss of data.
- 18.4 The limitation of a Party's liability does not apply in case of wilful misconduct or gross negligence, personal injuries, or in the event of any liability imposed by mandatory law.
- 18.5 The claim for damages or penalty payment shall, in order to be enforceable, be made in writing no later than ninety (90) days after the fault, delay or damage has been detected or should have been detected.
- 18.6 Skanova is entitled to deduct penalty paid from the damages to the extent the penalty was paid due to the same circumstance that caused the damage.
- 18.7 A Party's liability for damage is limited to thirty (30) price base amounts, for each damage incident.

19 Force Majeure

- 19.1 A Party is released from liability to compensate damage or otherwise fulfil the obligations pursuant to the Lease Agreement if the performance is prevented or rendered unreasonably burdensome due to circumstances beyond the Party's control, and which the Party could not anticipate when the Lease Agreement was entered into. A Party wishing to request exemption under this section shall inform the other Party in writing without delay, unless the circumstance may be deemed to be already known to the other Party.

20 Changes

- 20.1 Skanova may change the terms and conditions of the Lease Agreement, provided that the Operator has been informed of the change at least 90 days (90) in advance of the change. However, the 90-day period does not apply if Skanova, according to the obligation decision that applies to the Lease Agreement, is entitled to change the condition with a shorter notice.
- 20.2 However, for Lease Agreements with a commitment term, a change that causes a deterioration for the Operator will be applicable vis-à-vis the Operator only after the end of the commitment period. Skanova may however, change a condition if the change is caused by a change in general price levels, increased taxes and fees, a government's mandatory decision, or amended legislation. In such case, the Operator is entitled to terminate the Lease Agreement with a one (1) month notice period if the termination is made within thirty (30) days of the Operator being informed of the change.

21 Early termination

- 21.1 Either Party may with immediate effect terminate the Lease Agreement if:
- a) the other Party enters winding-up negotiations, submits an application for business reconstruction, initiates compensation with creditors, is declared bankrupt, or otherwise can be assumed to be in default
 - b) the other Party has committed a material breach of contract that is not remedied within thirty (30) days of receiving a written notice. Among other things, a material breach of contract is considered to be that the Operator has not paid a payment that is due or that the Operator failed to provide the requested security.
- 21.2 The Operator may terminate a Lease Agreement with immediate effect if:
- a) a delay in delivery exists and Skanova has not taken remedial measures corrected within thirty (30) Business Days after receipt of a written request

- b) A Fault exists and Skanova has failed to correct the Fault within thirty (30) Business Days after a written request.

21.3 Skanova may terminate a Lease Agreement with immediate effect if:

- a) Skanova is not provided space according to section 7.4 for a Network Connection Point and ducting,
- b) Access to access as specified in section 7.7 is not made available to the Operator or End Customer or
- c) the Operator did not provide the necessary information for the execution of the delivery,

And the Operator, despite the written request, did not fix the deficiency within the specified time. Skanova has the right to charge a cancellation fee, as well as the costs it has incurred in delivering the Product, upon termination of the Lease Agreement as above.

21.4 If Skanova Terminates Lease Agreement in advance pursuant to section 20.1, the Operator's right to call-off Products ceases.

21.5 A notice of termination pursuant to section 20 shall be in writing.

22 Transfer or assignment of the agreement

22.1 A Party may not transfer the Lease Agreement to third parties without the prior written consent of the other Party. However, Skanova is, after written notice to the Operator, permitted to transfer the Lease Agreement to another company within the Telia Company group.

23 Contact person

23.1 A Party shall provide information about contact persons and addresses for notifications and exchange of information.

24 Processing of personal data

24.1 Skanova may, in the performance of the Agreement, receive data from the Operator that constitutes personal data in accordance with applicable data protection laws. In cases where Skanova determines the purposes and means for the processing of personal data, Skanova is to be considered to be the Data Controller. In cases where Skanova processes personal data on behalf of the Operator and where instead the Operator determines the purposes and means of the processing, the Operator is to be considered to be the Data Controller and Skanova is the Data Processor. The Parties' commitments in connection with Skanova's processing of personal data for which the Operator is the data controller shall be governed between the Parties in a special personal data processing agreement.

24.2 If the Parties have not entered into a special personal data processing agreement applicable to the Product, the Annex to these General Terms and Conditions shall be applied as a personal data processing agreement pursuant to section 24.1.

25 Notifications

25.1 Notifications that shall be made in writing are to be sent by electronic mail or delivered by courier or by postal mail. A copy of the document shall be sent to the receiving Party's contact person.

25.2 Notices sent by courier shall be deemed to have been received the receiving Party when the document has been handed over to the contact person or the person authorised to accept service. Notices that are sent by postal mail should be addressed to the Party's registered address and are deemed to have been received by the receiving Party no later than two (2) weekdays after being sent.

25.3 Notices sent by electronic mail are deemed to have been received by the Operator two (2) weekdays after the notice has been sent to the Operator. Information published on NetBusiness Web is deemed to have been given to the Operator two (2) weekdays after the information was posted on the NetBusiness Web.

26 Contract term, notice of termination period, commitment period

26.1 The Lease Agreement remains in effect until further notice, with a three (3) month notice period. However, Lease Agreements with a commitment period terminate at the earliest at the end of the term of commitment except in the case of termination pursuant to sections 19 and 20.

26.2 If the Operator has terminated the Lease Agreement for an establishment product, Skanova is entitled to terminate the Lease Agreement for Products affected by the terminated establishment product to the same notice date, without regard to the notice period in section 25.1.

26.3 If a third party requests a change of operator for a product that is subject to an obligation decided by the Swedish Post and Telecom Authority, Skanova has the right to terminate Lease Agreements affected by the request for a change of operator until the date specified by the third party in its request. Termination due to operator change is notified to the Operator by electronic mail.

27 Change information

27.1 Ver. 16.0 to 17.0: Logo changed to Telia Wholesale. The website where the Reference Offer is published has been changed to www.teliawholesale.se (section 2.1).

27.2 The Data Processing Agreement Appendix to these Terms and Conditions has been given its own document no. CSS 0000 910 101. The document is rev 1.0. It has been reformatted into one column and has received the Telia Wholesale logo. The changes in substance relative to the previous version consist of the deletion of references to the EU Data Protection Directive and the Privacy Shield Framework in sections 7.1 and 7.3. A condition that amendments and additions be in writing and signed by both parties has also been removed. The condition is not relevant for this Appendix that is applied in the absence of any other specific agreement (section 23.2 above).

27.3 Version 17.0 (Eng) is a translation of version 17.0 from Swedish to English. For informational purposes only, not valid as an appendix to an agreement, see note on the first page.

27.4 Version 18.9 (Eng) removed copper from section 7 and added Section 9.

27.5 Version 19.0, Clarification section 7.9 and corrected reference in Section 8.1.