

**GENERAL SALES CONDITIONS  
for the supply and delivery of goods and/or other services by Ericsson**

The General Sales Conditions of Ericsson Nederland B.V. as most recently filed at the Trade Register in Tilburg, The Netherlands, shall apply to all offers, agreements and other legal relationships which concern the supply and delivery of goods and/or services by Ericsson. Such most recently filed General Sales Conditions are as follows:

**1. DEFINITIONS**

The following expressions shall have the meaning hereby assigned to them unless the context would obviously require otherwise.

Acceptance Certificate: the written confirmation of acceptance of the Products or part of the Products to be issued by Customer including Acceptance Test protocols indicating that the Acceptance Test requirements have been met.

Acceptance Test: test(s), to be carried out in accordance with Article 7, Acceptance.

Contract: the Contract concluded between Customer and Ericsson, either by acceptance of the Offer by Customer or otherwise. Until the Contract has been concluded between the Parties, the word "Contract" used in these General Sales Conditions shall mean the Offer.

Contract Effective Date: the date upon which the Contract comes into force.

Customer: the party to whom Ericsson has made an Offer or from whom Ericsson has received an order, or with whom Ericsson has otherwise entered into a relationship wherein Ericsson is the supplier of Products and / or Services and legal successors in title to the Customer and any assignee of the Customer approved by Ericsson.

Date of Acceptance: the date(s) when the Products or part of the Products are actually accepted or deemed as accepted in accordance with Article 7, Acceptance.

Documentation: the documentation specified in the Contract.

Emergency: an unsuccessful reloading or restart, no traffic can be handled or data can be processed or other similar situations.

Ericsson: Ericsson Nederland B.V., and all companies residing in The Netherlands, companies of which 50% (fifty percent) or more of the issued shares or voting rights are directly or indirectly owned by Ericsson Nederland B.V.

Ericsson Group: the group of companies of which 50% (fifty percent) or more of the issued shares or voting rights are directly or indirectly owned by Telefonaktiebolaget LM Ericsson.

Hardware: the equipment specified in the Contract or delivered by Ericsson pursuant thereto.

Implementation Plan: the time schedule agreed upon between the Parties for inter alia the Installation of the Products.

Installation: the installation of the Products to be performed in accordance with the Contract.

Intellectual Property Rights: copyrights, patents, drawing and model rights, tradenames, trademarks, semi-

conductor topography protection rights, and all possible other intellectual property rights.

Offer: the offer made by Ericsson to Customer.

Parties: Customer and Ericsson collectively.

Products: Hardware, Software, Documentation and all other goods and works that have been or will be supplied from Ericsson to Customer.

Service(s): the services from Ericsson to Customer specified in the Contract or pursuant thereto, such as – if applicable – consulting, Installation, maintenance and training.

Site(s): the actual location(s) where the Products or Part of Products are to be installed.

Software: any such computer program or software module in binary code form as specified in the Contract.

Specifications: the technical and functional specifications of the Products as specified in the Contract or in the standard documentation of Ericsson.

System: means the Products insofar they form an integrated system specified in the Contract.

Territory: the country of Installation of the Products as defined in the Contract. In the event that such a country has not been defined in the Contract, the Territory shall mean the part of the Kingdom of The Netherlands in Europe.

Words indicating the singular only also include the plural and vice versa, where the context so requires.

The headings of the Articles are for convenience only and shall not affect their interpretation.

## 2. GENERAL

2.1. These General Sales Conditions shall apply to all requests for proposal, Offers, orders, Contracts and other legal relationships between Ericsson and Customer which concern the supply and delivery of Products and/or Services by Ericsson to Customer. These General Sales Conditions shall be applicable in so far as in a specific agreement itself it is not expressly stipulated otherwise in writing. In addition to these General Sales Conditions, certain other general conditions of Ericsson might be applicable for specific kinds of Contracts, such as consulting assignments and training assignments.

2.2. If upon acceptance of the Offer or otherwise Customer declares its general conditions applicable, the reference to these General Sales Conditions contained in Ericsson's Offer shall be seen as the only reference made and these General Sales Conditions shall be applicable. The general conditions of Customer shall not be applicable.

2.3. In the event Customer has once entered into an agreement or other legal relationship with Ericsson, to which these General Sales Conditions apply, Customer shall be considered to have tacitly agreed to the applicability of these General Sales Conditions to future agreements or other legal relationships with Ericsson.

2.4 Unless otherwise mentioned in the Offer, the Offer shall be valid for a period of thirty (30) days.

## 3. PRICE AND PAYMENT

3.1. All Products and Services are sold and all prices are quoted Free Carrier (FCA) (place mentioned in the Contract) in accordance with Incoterms 2000.

3.2. The prices are exclusive of VAT, unless otherwise mentioned in the Offer or the Contract.

3.3. Prices are quoted and payments shall be made in Euro unless stated otherwise in the Contract.

3.4 If and insofar the Contract mentions that the price is fixed and firm this will be the case provided that: a) the Contract Effective Date will occur not later than the date mentioned in the Contract and shall not be varied, and b) the Specifications shall not be varied.

3.5 If and insofar prices are related to periodical payments, Ericsson has the right to change such prices annually as per January 1st. Ericsson shall take into account a notice period of thirty (30) days for such price changes. In the event such a price change results in a price raise higher than the most recently published CBS ("Centraal Bureau voor de Statistiek") index figure: Hourly wage rates including holiday allowance and other benefits / "CAO lonen per uur inclusief bijzondere belonging voor economische

activiteit zakelijke dienstverlening (1990 = 100)" (or the equivalent of such index figure in the event CBS replaces this figure) plus 3% (three percent), Customer shall have the right to terminate the Contract which termination shall have to take place by registered letter to be received by Ericsson before January 1<sup>st</sup>.

3.6 In all cases, if and insofar the Contract applies to Services or deliveries to be made later than 3 (three) months after the date of signing of the Contract, Ericsson reserves the right to change the fees and prices mentioned in the Contract.

3.7 All payments shall be made by Customer to Ericsson in accordance with the payment terms mentioned in the Contract. In the absence of payment terms in the Contract, invoicing and payment of the Products shall take place upon delivery thereof and invoicing and payment of the Service shall take place upon performance thereof.

3.8 Payment shall take place within 30 (thirty) days after invoice date.

3.9 In the event of overdue payment, Ericsson shall have the right to levy interest equal to the mandatory interest in accordance with the Dutch Civil Code as per the due date of payment with a minimum of 6% (six percent) per year, and Ericsson shall furthermore have the right to demand payment of all of its costs incurred to collect the payment with an amount of at least 12% (twelve percent) of the total overdue amount.

3.10 Ericsson has the right to compensate all of its claims for payment against Customer with claims for payment from Customer against Ericsson even if such claims are not related.

3.11 Each Party shall be responsible and liable for any and all taxes and social premiums related to employees or other persons involved by the respective Party in the execution of the Contract and the Parties shall hold each other harmless for claims regarding such taxes and social premiums.

#### 4. DOCUMENTATION

4.1 Unless otherwise mentioned in the Contract, the Documentation shall be supplied in English and in Ericsson's standard format.

4.2 Where it is found that any part of the Documentation supplied is incomplete and/or incorrect, the Party discovering such deficiency shall notify the other Party and Ericsson shall promptly complete and/or correct such part of the Documentation and Ericsson's liability for the Documentation being incomplete or incorrect is limited to such rectification. The Documentation and information is supplied subject to the provisions of Article 9, Licence.

#### 5. TITLE AND RISK, TRANSPORTATION, STORAGE AND INSURANCE

5.1 Risk of loss of and damage to the Products or Documentation shall pass to Customer upon delivery in accordance with the delivery term Free Carrier (FCA) Incoterms 2000 (place mentioned in the Contract).

5.2 The Products shall remain the property of Ericsson until Ericsson has received full payment in accordance with the Contract, and -notwithstanding Article 9, Licence- title to and ownership of the Products shall pass to Customer upon receipt by Ericsson of such payment.

#### 6. CUSTOMER'S UNDERTAKINGS

6.1 Customer shall – if and insofar applicable - in a timely and proper manner:

- a) make the Sites available to Ericsson's personnel and subcontractors with all facilities as specified in the Contract, such as heat, light, ventilation, electric current and outlets, telecom and datacomfacilities, adequate storage space and relating quality levels, at such

- times as are stipulated in the Contract or the Implementation Plan or otherwise are reasonably required in order to enable Ericsson to start up and without interruptions carry out delivery and Installation in accordance with the Implementation Plan;
- b) provide Ericsson with all information necessary for the design, engineering or Installation of the Products or otherwise necessary for Ericsson to perform its obligations, such as, but not limited to, information regarding Customer's procedures and technical data for interface with existing systems and data of Customer; and
  - c) otherwise assist Ericsson in all respects reasonably required.

Should Customer fail to meet or be delayed in meeting its abovementioned undertakings, then Customer shall reimburse Ericsson in respect of all related additional costs and expenses incurred without prejudice to Ericsson's right to postpone its undertakings. Such costs and expenses shall be paid within 30 (thirty) days from Ericsson's invoice.

6.2 During the Contract period and for a period of six (6) months thereafter, Customer shall not employ or otherwise directly or indirectly hire or involve employees of Ericsson that have been involved in the performance of the Contract.

## 7. ACCEPTANCE

7.1 Acceptance Tests – if and insofar applicable - shall be carried out in respect of the Products or each part of the Products during and directly after the Installation of the Products.

The Acceptance Tests are designed to verify that the Products or part of the Products will operate and perform in accordance with the Specifications.

The sequence and interrelation of the Acceptance Tests and the timeplan for the Acceptance Tests are shown in the Contract or in the Implementation Plan.

7.2 If so mentioned in the Contract, Customer and/or Ericsson shall carry out and complete the Acceptance Tests, the result of which shall be accounted for in a jointly signed protocol (Acceptance Certificate) designed to clearly verify whether the Acceptance Tests requirements are met or not. In case Customer does not attend the Acceptance Tests, Ericsson shall have the right to carry out and complete the test and shall forthwith forward the protocol to Customer.

7.3 Within five (5) days from completion of the Acceptance Test, or in case the test was completed by Ericsson in the absence of Customer, within five (5) days from the receipt by Customer of the protocol, Customer shall give Ericsson a written notice stating whether or not the Products or part of Products (as the case may be) are accepted. When the Acceptance Test requirements are met, the Products or part of Products shall be deemed to be accepted.

7.4 If the Products or part of the Products are not accepted by Customer due to the fact that the Acceptance Test results verify that the Products or part of Products do not fulfil the Specifications, the above mentioned written notice shall specify the particulars of the alleged deviation from the Acceptance Test requirements and where the same is alleged to exist or to have occurred. Ericsson shall without undue delay and at its own expense remedy reproducible deviations and the Acceptance Test Procedure for the relevant or affected part shall, if Customer so requires, be repeated in accordance with the provisions of this Article 7.

7.5 Acceptance of the Products or part of Products shall not be refused because of minor deviations which do not prevent the Products or part of Products to be put into operation. However, this will not relieve Ericsson from its obligation to remedy said deviations without undue delay.

7.6 If Ericsson has not received the said written notice from Customer, stating whether or not the Products or part of Products are accepted, within five (5) days after completion of the Acceptance Tests

or from Customer's receipt of the test protocol, as the case may be, the Products or Part of Products shall be deemed accepted as of the last day of said period of five (5) days.

7.7 If Customer should put the Products or part of Products into operational use (e.g. for the processing of actual data) or commercial use (e.g. by offering subscriptions to customers), prior to or without performance of the above mentioned Acceptance Test, such use shall be deemed as acceptance of the Products or part of Products.

7.8 When according to the above, the Products or part of Products are accepted or deemed accepted, such acceptance shall be confirmed by the issuance by Customer of an Acceptance Certificate. The Acceptance Certificate shall be issued promptly and at the latest three (3) days after Ericsson's written request. If the Acceptance Certificate has not been issued within such period, Ericsson may on behalf of Customer issue such Acceptance Certificate.

## 8. DELAYS

8.1 If Ericsson at any time has reason to believe that the performance of its obligations will be delayed, Ericsson shall promptly notify Customer and shall subsequently define in writing the estimated period of delay.

8.2 Circumstances outside of Ericsson's control, including but not limited to circumstances which are attributable to Customer such as delay in payment or delay of any of Customer's undertakings causing Ericsson a delay, shall entitle Ericsson to postpone any of its undertakings to such extent as is reasonable. For delays attributable to Customer, Ericsson shall be reimbursed for its costs.

## 9. LICENCE

9.1 Subject to the terms and conditions set forth in this Article 9, Customer is hereby granted a non-exclusive and non-transferable licence to use the Software and Documentation for Customer's own operation of the Products or part of the Products in accordance with the Contract.

9.2 Notwithstanding anything in the Contract to the contrary, it is understood that Customer receives no title or ownership rights to the Software or Documentation, and all such rights shall remain with Ericsson or its suppliers.

9.3 Customer agrees that the Software and Documentation shall be treated as proprietary and a trade secret of Ericsson or its suppliers, and shall be subject to the provisions of Article 17, Confidentiality.

9.4 In pursuance of the foregoing Customer shall, subject to the mandatory provisions of the Netherlands Copyright Act ("Auteurswet 1912")

- a) not provide or make the Software or Documentation or any portions or aspects thereof (including any methods or concepts utilised or expressed therein) available to any person except to its employees on a "need to know" basis;
- b) not delete any copyright or other marking from the Software or Documentation;
- c) not make any copies of Software or Documentation or parts thereof, except for archival backup purposes;
- d) when making permitted copies as aforesaid transfer to the copy/copies any copyright or other marking on the Software or Documentation;
- e) not translate, adapt, arrange or error correct or make any other modification of the Software or Documentation;
- f) not reverse engineer the Software;

- g) not use the Software or Documentation for any other purpose than permitted in this article or the Contract; and
- h) not use the Software for time sharing with third parties or as a service bureau for third parties.

9.5 The obligations of Customer under this Article 9 shall survive the termination or expiration of the Contract for any reason.

9.6 In the event the Software or certain functions thereof licensed under the Contract are delivered in an inseparable package also containing other software programs or functions, Customer may not in any way use the other software programs or functions. However, upon Customer's request Ericsson shall offer a licence to use such other software programs or functions to Customer.

9.7 In the event the Software or Documentation originates from a third party supplier not being a part of the Ericsson Group, the licence conditions of such third party supplier shall prevail in variance of the above conditions of this Article.

## 10 WARRANTIES

10.1 Ericsson warrants to repair, correct or replace the Hardware or part thereof or Software or part thereof if the Hardware or part thereof or Software or part thereof would not conform to and function or operate in accordance with the Specifications by reason of defective material, design or workmanship.

10.2 Ericsson shall, for a period of three (3) months from the respective Date of Acceptance or – if earlier - delivery of the Software or part of the Software, as the case may be, at its option, correct or replace, without expense to Customer, any part of Software and related Documentation found measurably not to function or operate in accordance with the Specifications, provided that Customer notifies Ericsson of such non-conformities without undue delay from becoming aware of them.

Such corrections or replacements, by the supply of updates of the Software, shall be made without undue delay from the date Customer (if applicable, in accordance with the procedure set forth in the Contract) has provided Ericsson with a complete request related thereto and Ericsson has acknowledged such request by sending a request receipt to Customer.

In the event of a non-conformity of an Emergency character, Ericsson shall perform temporary corrections or replacements, as the case may be, without undue delay after Customer's notification thereof to Ericsson. Definitive corrections or replacements, by the supply of software updates, shall be performed thereafter.

Any corrected or replaced Software will be warranted for the remainder of the original warranty period which shall not be extended.

During the warranty period, the Installation of corrections and/or the Installation of replacement software updates, shall be made by Ericsson without expense to Customer on one Site for each network element/node or one computer server included in the System. The Customer shall be responsible for the Installation of corrections or replacement software updates on the rest of the network or System.

Documentation of corrected or replaced Software will be furnished without expense to Customer.

For additional Software acquired by means of additional orders, the same Software warranty period shall apply, as described above with the exception, that the warranty shall only apply with respect to new functions in the additional Software (as specified in the Contract or otherwise) and that the warranty period is calculated from the date of delivery of the additional Software.

Ericsson does not guarantee that the Software is completely free from errors or defects.

10.3 Ericsson shall, for a period of twelve (12) months from the respective date of Acceptance or – if earlier - delivery of the Hardware or part of the Hardware as the case may be, at it's option, repair or replace, without expense to Customer, any part of the Hardware, not to be in conformity with the Specifications by reason of defective material, design or workmanship, provided that Customer notifies Ericsson of such non-conformities without undue delay from becoming aware of them. This does not include on- site support.

Such repairs or replacements of the Hardware shall be made without undue delay from the date Customer (if applicable, in accordance with the procedure set forth in the Contract) has provided Ericsson with a complete request related thereto and Ericsson has acknowledged such request by sending a request receipt to Customer.

Consumable parts, such as lamps, fuses, batteries, etc., are excluded from said warranty.

Any repaired or replaced Hardware will be warranted for the remainder of the original warranty period which shall not be extended.

10.4 Subject to the provisions set forth in Article 12, Intellectual Property Rights/Infringements, Ericsson warrants that it has good and valid title to the Products in which ownership is transferred under the Contract and, with regard to any license rights granted in respect of Software and Documentation, that Ericsson has the right and power to grant such rights.

10.5 Any warranty, shall apply only if:

- a ) the Products are used and maintained under normal conditions and in accordance with the Documentation, information and advice furnished by Ericsson;
- b) the Products are not modified or changed without the written approval of Ericsson;
- c) Customer, without undue delay, has given Ericsson notice of such defects, non-conformities or deviations before the expiration of the applicable warranty period;
- d) such defect, non-conformity or deviation was not caused by interworking or interoperable equipment or other products not supplied under the Contract;
- e) such defect, non-conformity or deviation was not caused by abuse, misapplication or external Influences;
- f) Customer has given Ericsson every opportunity to inspect and remedy such defect, non-conformity or deviation; and
- g) Customer has implemented, within a period of one month from receipt for fault preventive purposes, the Software updates in the System that Ericsson supplies Customer with during the warranty period.

10.6 All transportation costs and risk of loss incurred with respect to the repair and /or replacement of defective goods shall be borne by Customer when returned to Ericsson, and by Ericsson when returned to Customer, transportation being by normally scheduled surface carrier, unless otherwise agreed,

10.7 Customer undertakes to comply with Ericsson's instructions concerning the disposal of defective Products.

10.8 The warranties given above constitute the only warranties made by Ericsson with respect to the Products and are in lieu of all other warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.

## 11 INDEMNIFICATION FOR EMPLOYEE NEGLIGENCE

Ericsson and Customer agree to indemnify and hold each other harmless from and against all damage or injury (including death) to property or person resulting from the intentional or negligent acts or omissions from their respective officers, employees, agents, Ericssons or subcontractors in connection with the performance of the Contract. A Party's obligation to indemnify the other Party under this Article 11, Indemnification for Employee Negligence, shall however be limited to 1 (one) million Euro per event, where a series of related events are deemed to be one event, and to 2 (two) million Euro per calendar year.

## 12 INTELLECTUAL PROPERTY RIGHTS / INFRINGEMENTS

12.1 Any and all Intellectual Property rights related to the Products or Services shall vest in Ericsson or its suppliers.

12.2 Ericsson shall indemnify and keep indemnified Customer against all actions or claims for infringement of Intellectual Property Rights by reason of the proper use of the Products in the Territory, and Ericsson shall in the event that Products become the subject of actions or claims of infringement of Intellectual Property Rights, promptly, at its option and own expense, either:

- i) procure for Customer the rights for continued use of the Products in its present form, or
- ii) replace or modify the Products so that it no longer infringes any such rights, or
- iii) settle or defend any further claim, suit or proceeding against Customer arising out of such continued use, or
- iv) if such remedies are not reasonably or economically feasible, Ericsson may request Customer to return the Products and refund to Customer the purchase price less a reasonable amount for depreciation as reflected on the books of Customer, provided always
  - a) that Customer without delay informs Ericsson in writing of any claim made by reason of alleged infringement as aforesaid and refrains from acting on account of such claims without previous approval of Ericsson;
  - b) that Customer without delay informs Ericsson in writing if legal action is taken on account of such claim and that Ericsson shall have full authority to defend or settle the same through its counsel;
  - c) that Ericsson is informed of all circumstances which may be of relevance in the legal action taken and Customer refrains from all steps in any legal action which may prejudice Ericsson;
  - d) that in case Ericsson fails to act against such claims or actions Customer shall have the right to take appropriate legal action and shall be repaid any expenses in so doing; and
  - e) that the infringement or alleged infringement does not arise out of the use of the Products in combination or conjunction with any other item or the use thereof not supplied or manufactured by Ericsson.

12.3 This Article 12 provides Ericsson's sole liability and Customer's sole remedy for claims of infringements of Intellectual Property Rights brought by a third party by reason of the proper use of the Products.

## 13 GENERAL LIMITATION OF LIABILITY

13.1 Except as expressly provided in this Article 13 or elsewhere in the Contract neither Party shall in any event be liable to the other Party under the Contract for loss of production, loss of use, loss of business, loss of data or revenue or for any special, indirect, incidental or consequential damages, whether or not the possibility of such damages could have been reasonably foreseen.

13.2 Neither Party shall in any event be liable to the other Party for damages exceeding 5% (five percent) of the Contract price per event, where a series of related events are deemed to be one event, and a total aggregate maximum of 25% (twenty-five percent) of the Contract price.

13.3 The limitation of liability provided for in Article 13.1 and 13.2, shall not apply with respect to damages related to a breach of the obligations under Articles 9, Licence, and 17, Confidentiality.

13.4 No action, regardless of form, arising out of any alleged breach of the Contract or obligations under the Contract may be brought by either Party more than two (2) years after the cause of action has occurred.

13.5 A Party suffering loss or damages shall take reasonable measures to limit such loss or damage.

#### 14 MODIFICATION OF CONTRACT

No addition or modification of the Contract shall be effective or binding on Ericsson unless agreed in writing and executed by a duly authorised representative of Ericsson.

#### 15 SUBCONTRACTING

Ericsson reserves the right to subcontract such portions of its undertakings under the Contract to subcontractors. Ericsson shall be responsible to Customer for the performance by any such subcontractors as if performed by Ericsson, unless Customer has requested Ericsson to involve the subcontractor in question.

#### 16 FORCE MAJEURE (RELIEFS)

16.1 Either Party shall be excused from the performance of any of its obligations under the Contract and such obligations shall be extended by a period reasonable under the circumstances if the performance thereof is prevented or delayed by industrial disputes or any cause beyond the affected Party's reasonable control which, without in any way limiting the generality of the foregoing, shall include acts of God, riots, wars, accidents, embargo or requisition (acts of government), including non-availability of an export licence for the Products or any part thereof or visa and permits for Ericsson's personnel, or delays in the performance of its subcontractors caused by any such circumstances as referred to in this Article 16.

16.2 The right of relief shall apply irrespective of whether the cause of prevention or delay occurs before or after the agreed due time for such obligations.

16.3 In case of force majeure, the affected Party shall promptly notify the other Party in writing and furnish all relevant information thereto.

16.4 Should a cause of force majeure continue for more than three (3) months, either Party shall then have the right to terminate the Contract.

#### 17 CONFIDENTIALITY

17.1 For the purpose of this Article, Confidential Information is defined as information specifically designated as confidential at the time of disclosure or by nature obviously confidential or proprietary, such as trade secrets and designs.

17.2 Except as provided below in this Article 17, the receiving Party of confidential information agrees to treat the same as strictly confidential and shall not divulge, directly or indirectly, to any other person, firm, corporation, association or entity, for any purpose whatsoever, confidential information so received, and shall not make use of or copy such confidential information, except for the purpose of the Contract. Such confidential information may be disclosed only to such of the employees, consultants and subcontractors of the receiving Party who reasonably require access to such information for the purpose for which it was disclosed and who have secrecy obligations to the receiving Party.

This commitment shall impose no obligation upon either Party with respect to any portion of such information that:

- a) was known to the receiving Party prior to its receipt from the other Party;
- b) is known or which (through no act of failure on the part of the receiving Party) becomes generally known;

- c) is supplied to receiving Party by a third party which the receiving Party in good faith believes is free to make such disclosure and without restriction on disclosure;
- d) is disclosed by the disclosing Party to a third party generally, without restriction on disclosure;
- e) is independently developed by the receiving Party without use of any confidential information provided by the disclosing Party.

17.3 Customer and Ericsson agree that each others trade secrets are proprietary and confidential. Customer agrees that the contents of the Offer and the Contract are confidential.

17.4 Unless otherwise agreed, Ericsson shall have the right to use Customer as a reference.

17.5 The obligation of confidentiality set out in this Article 17 shall survive the termination or expiration of the Contract for a period of five (5) years.

## 18 EXPORT REGULATIONS

Customer is informed that sale and delivery of (parts of) the Products in an export situation may be subject to export regulations, e.g. of The Netherlands, the European Union and/or of the United States of America. Customer shall hold Ericsson harmless of any and all claims which relate to infringement by Customer of such regulations.

## 19 TERMINATION

19.1 Either Party may terminate the Contract by notice in writing to the other Party on the occurrence of any of the following events:

- a) if the other Party shall commit a material breach of the Contract and after receipt of a written notice specifying the breach or default shall fail to remedy the breach within a specified period of time set forth in the said notice, which period of time shall be reasonable taking into account all relevant circumstances;
- b) if bankruptcy or insolvency proceedings are instituted against the other Party and such proceedings are not dismissed within thirty (30) days from the date of proceedings, or the other Party makes an assignment for the benefit of its creditors;
- c) due to a force majeure event, in accordance with the provisions of Article 16, Force Majeure.

19.2 Provisions contained in the Contract or these General Sales Conditions that are expressed or by nature are intended to survive the expiration or termination of the Contract shall survive such expiration or termination.

## 20 ENTIRE CONTRACT

The Contract sets forth and shall constitute the entire agreement between Customer and Ericsson with respect to the subject matter thereof, and shall supersede any and all prior agreements, understandings, promises and representations made by one Party to the other concerning the subject matter of the Contract.

## 21 ASSIGNMENT

Neither Party shall have the right to assign the Contract or any right herein without the prior written consent of the other Party. However, Ericsson shall have the right to assign the Contract to other Ericsson Group companies.

## 22 GOVERNING LAW

The Contract and all other rights and obligations between Customer and Ericsson shall be governed by and construed in accordance with the laws of The Netherlands.

23 DISPUTES

All disputes, differences or questions between the Parties with respect to any matter arising out of or relating to the Contract or other rights and obligations between Customer and Ericsson which cannot be settled in an amicable manner, shall be settled by the competent court in Breda, The Netherlands.