

1. General

The specified conditions herein govern the relationship between the Customer and Xfiber related to the purchase of the following services from Xfiber:

- Data communication (IP-VPN /Internet/Lan2Lan/Dark fiber/Wave)
- ISP services (Co-location, Domain, Web and email services)
- Data Backup Services
- Sales and management of firewall solutions
- Delivery of hardware and software
- Maintenance / license fees for software

An order of the above services from Xfiber via phone, web or e-mail in writing or orally, is considered a conclusion of an Agreement with Xfiber and acceptance of these terms in full. Any specific conditions that deviate from these General Terms and Conditions and in accordance with accepted offer or signed agreement between Customer and Xfiber take precedence over these General Terms and Conditions.

2. Connection, installation, relocation and loan equipment for data Communications

Which hardware components and installation assistance that is included in the service depends on what is agreed in the offer. Cost of internal wiring related to the provision of data communication services is the responsibility of the Customer and is invoiced Customer, unless otherwise agreed. Assistance with configuration etc. to local network equipment is normally billed by the hour. Direct costs related to moving of connections to other locations will apply.

The Customer normally borrows routers and other equipment from Xfiber during the contract period, and is responsible for replacing damaged equipment caused by conditions at Customer's location, such as humidity, temperature, dust, shock and damage caused by electricity including thunder and lightning.

In cases where the installation cannot be completed due to conditions caused by the Customer or incomplete or incorrect information provided by the Customer, Xfiber may start billing of service from the agreed date for the delivery. Any additional direct cost due to the delay may be added.

3. Billing of consulting services

For ongoing assignments Xfiber reserves the right to invoice for the work performed to the current hourly rate. The Consultant is entitled to payment in addition to the above as follows:

Agreed overtime in the period from 16.00 to 20.00 is normal hourly fee plus 50 % of the normal hourly fee. Agreed overtime at other times is normal hourly fee plus 100 % of the normal hourly fee.

4. Invoicing routines, terms and start of billing

The Customer pays for the services ordered by the prevailing standard rates, or in accordance with an accepted offer. In case of delayed payment, the Customer is obliged to pay the then current arrears according to the Norwegian Act: "Lov om renter ved forsinket betaling m.m"

Billing is done in advance every quarter on data communication services and ISP services. Invoice Date will normally be 30 days before the start of the new Billing Period. Payment terms are normally 15 days.

Invoicing of a service will start on agreed Delivery Date independent of whether or not the Customer has started using the service, unless the delay is caused by conditions Xfiber is responsible for.

Co-location/web-hotel/server services are invoiced when the service is made available to the Customer, even in cases where no service is officially launched when this is due to conditions at the Customer.

Xfiber reserves the right to let other companies perform registration, billing and follow-up of the individual Customer.

5. Objection to invoice

If the Customer believes that the invoice received from Xfiber is incorrect, the Customer shall send written notice to Xfibers Billing Department by email (billing@xfiber.com).

The message must arrive to Xfiber no later than 14 days after the Customer has received the invoice and include a detailed description of what the Customer thinks is missing on delivery and required correction.

The Customer may defer payment of the portion of the amount corresponding to the value of the services Customer claims are not provided but are required to pay for services received by the due date. Due date of withheld amounts is then set to the date where the parties have agreed that all invoiced services are delivered.

6. Price and price adjustment

All prices quoted in the tender, brochures, price lists and www.xfiber.com are excl. VAT. Xfiber AS reserve the right to adjust prices with one month written notice. Price adjustments might occur with shorter notice if this is a consequence changes to government taxes. Deliveries including equipment or services that directly is

influenced by exchange rate may be adjusted accordingly if the exchange variation in more than 2,5%.

7. Billing Periods, Term and Termination

Contract period on services provided by Xfiber is normally 24-48 months and starts on Delivery date. After the expiry of the agreed Contract period, the contract continues with a 3-month cancellation policy starting from the first day of the following month.

All services need to be terminated on the provided form on www.xfiber.com to be valid.

Xfiber equipment installed at Customer premises (modem, routers, switches, UPS) needs to be returned to Xfiber within 10 days after terminated service. Price for equipment is normally NOK 3.500 – 9.500 + VAT depending on the service. The equipment is labelled Xfiber but may also be labelled by the name of one of our sub-suppliers.

Upon cancellation the Customer will receive an invoice corresponding to the cost of the equipment with due date 10 days after planned service termination. The invoice will be credited immediately when the equipment is returned in complete and undamaged condition.

The address (labelled "Return of equipment"):

Xfiber AS
Vestre Svanholmen 14
4313 Sandnes

Send tracking/package-number to billing@xfiber.com as your receipt for shipment.

Upon termination or relocation of services it is the Customer's responsibility to retrieve all the data stored with Xfiber before the expiry of the contract period. Upon termination of service, all your data will be erased at the end of the contract period.

8. Xclusive SLA

All our services* are during Contract period, covered by our Xclusive SLA which includes:

- 24/7/365 access to Xfibers NOC (Network Operating Centre) for reporting network faults outside business hours of Service Desk
- highest priority related to fault correction
- shipment of replacement equipment using fastest transport method available
- mobilisation of personell to Customer premises

The Xclusive SLA is only valid during the Contract period, and it is the responsibility of the Customer to ensure that a new contract is entered in due time to avoid loss of the Xclusive SLA guarantees.

**services delivered via xDSL/copper will still not be covered by this agreement, even if they are within the contract period.*

9. Customer care and access to NOC

Free of charge access to Xfiber Service Desk (tel. 51227500) is included in Xfibers services. Service Desk business hours is 07:00-17:00 week days. Customers with valid Xclusive SLA have free of charge access to Xfibers NOC (tel. 51227500) outside business hours for reporting network faults which is within Xfibers responsibility to rectify.

10. Limitation of liability and Customer's obligations

Xfibers responsibility is to ensure the continuous provision of services and data communication to the Internet and between Customer locations, and correct fault situations that may arise as quickly as possible.

Xfiber performs daily backup of Customer data stored on servers installed in Xfibers server room for use in any operating problems that require complete reinstallation of data. If the Customer wishes to obtain/restore deleted files, this is done on an hourly basis. The Customer is required to make a copy (backup) of his own files published through servers installed in Xfibers server. Xfiber will not accept liability for any loss that could have been avoided if there had been a backup at Customer premises.

Compensation for losses caused by the negligence of Xfiber shall be limited to the value of one year's rent of the specific service, and shall not include liability for indirect losses, including lost profits, consequential damages and other consequential damages. Claims for compensation for breach of contract must be made without undue delay.

11. Disputes

Any dispute regarding this Agreement which cannot be settled by negotiation between the parties shall be settled by ordinary court with Stavanger as venue.

General Terms and Conditions for Xfiber dated 1.03.2023