

# Interconnection Agreement

Agreement number

## Parties

<b>“Operator A”</b>	<b>“Operator B”</b>
Company name	Company name
Company no.	Company no.
Unit	Unit
Postal address	Postal address
Contact person	Contact person
Telephone number	Telephone number
e-mail address	e-mail address

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# 1. Purpose

The purpose of this Agreement is to govern the conditions between the Parties for interconnection which renders possible fast, secure and efficient transfer of business documents, hereinafter referred to as EDI files, and other agreed traffic.

The relationship of the Parties to senders and recipients of the traffic is governed by agreements between them and is not affected by this Agreement.

This Agreement shall ensure a professional co-operation focusing on the forwarding of electronic messages between suppliers and customers in a common electronic trading system which ensures efficiency, profitability and control for the parties in the value chain.

# 2. Appendices

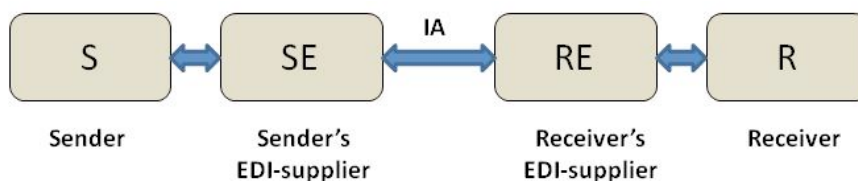
Appendix 1. Communications method and contact information. The appendix can be updated separately from the Agreement.

# 3. Scope

Unless otherwise agreed:

- The sender's EDI supplier (SE) shall only charge the sender (S) for traffic from S to SE and the services performed on behalf of S.
- The recipient's EDI supplier (RE) shall charge neither SE nor S for the forwarding of EDI files to the recipient (R). SE shall charge neither RE nor RE's customers (R) for additional costs arising from the transfer.
- In those cases where S does not allow SE to charge traffic fees but, rather, requests that such be paid by the recipient, traffic may not be forwarded between SE and RE pursuant to this Agreement.

Agreements regarding services and charging may be entered into directly between SE and R or S and RE which do not affect the relationship between SE and RE



The provision of services and traffic to recipients who are not customers of the other party must be agreed upon separately and shall not subject to the above-mentioned principle that the traffic is allocated evenly between the parties.

# 4. Transiting

This Agreement applies only to interconnection between two EDI suppliers (who via their own EDI service in their own secured premises with necessary security solutions act as service supplier for a number of customers) and their respective customers and NOT to transiting of files to or from a third party (other EDI supplier or Marketplace).

## 5. Passing of responsibility

The responsibility for a file shall pass from SE to RE when SE has delivered a file to RE's system (mailbox) or when RE has received the EDI file from SE. Acknowledgement of receipt of the file (where the selected means of communication does not support such) shall only be sent where requested by SE or RE.

RE is responsible for making EDI files available to the recipient, entailing that EDI files must be made available through transfer to the recipient's mailbox or transfer of the file to the recipient's system.

SE and RE are responsible for informing each other and their respective customers as soon as possible in the event EDI files are corrupted or it is probable that data has disappeared or is damaged.

## 6. Logs

All EDI files must be traceable between SE and RE. The logs must contain, as a minimum: Date & time, file size (KB), information which enables identification of the file (e.g. file name) and sender and recipient address. The logs should be stored for at least 1 month.

## 7. Means of communication and conversions

Unless otherwise agreed, in conjunction with the connection of new customers SE and RE shall be mutually responsible for ensuring that technical communication is rendered possible.

Where one party wishes to establish communication between the parties which is based on a non-agreed means of communication, the other party shall state the costs which will be incurred as a consequence of such establishment.

Agreed means of communication are set forth in appendix 1.

## 8. Acknowledgements of receipt

The arrangement should be such that acknowledgements of receipt can be sent immediately following receipt from RE to SE where demanded by SE.

The use of acknowledgements of receipt and the formulation thereof are set forth in appendix 1.

## 9. Force majeure

Where a party is prevented, in whole or in part, from performing its obligations under this Agreement as a consequence of circumstances beyond its control which the party could not reasonably have foreseen upon entry into the Agreement and the consequences of which the party could not reasonably have avoided or overcome, or where a party's subcontractor is prevented from making delivery due to such circumstance, the aforesaid shall constitute *force majeure* and grounds for release from liquidated damages and other sanctions for breach of contract. Where a party is prevented from performing obligations under the Agreement due to a circumstance as stated in this section, the party shall take all commercially appropriate measures to perform the Agreement, including assistance

from third parties, or take measures in order to circumvent the circumstance which is hindering performance.

A party that wishes to invoke a circumstance as stated in this section shall notify the other party thereof in writing without delay. A party shall also notify the other party in writing as soon as the circumstance which prevented performance of the Agreement no longer subsists.

Where a party's performance of the Agreement is prevented, in whole or in part, for more than seven days due to a circumstance as stated above, the other party shall be entitled, itself or through a third party, to perform the Services affected by *Force Majeure* for such time as the party is prevented from delivering the Service. During such time, the supplier shall not be entitled to compensation for the Services covered by *Force Majeure*.

Where the performance of the Agreement is prevented, in whole or in part, for more than fifteen days due to a circumstance as stated in this section, the other party shall be entitled to terminate the Agreement with immediate effect, in whole or in part, through written notice.

## 10. Breach of contract

A party shall be in breach of contract where it fails to perform its obligations under this Agreement.

A party shall notify the other party immediately when a breach of contract has arisen or will arise.

A party which is in breach of contract shall be obligated to rectify the breach as soon as possible. Both parties are obliged to do what is possible in order to mitigate the consequences of breach of contract.

## 11. Liability and limitation of liability

Where a party is in breach of contract pursuant to section 10 and such breach cannot be deemed minor, the other party shall be entitled to demand rectification. Where rectification does not take place within seven days, the other party shall be entitled to terminate this Agreement subject to fifteen days' notice.

The non-breaching party shall not, however, be entitled to bring any financial claims against the party in breach unless the breach of contract has been committed intentionally or through gross negligence.

## 12. Termination

This Agreement shall apply indefinitely subject to six months' notice of termination by either party.

## 13. Confidentiality

The Parties agree that the contents of this Agreement as well as any and all other information exchanged among them (Confidential Information) shall be held in the strictest confidence and shall not be disclosed to a third party without prior written consent of the other Party.

For the purpose of this Agreement, information shall not be considered as Confidential Information if such information: a) is in or passed into the public domain other than by the breach of this Clause; or b) is known to a receiving Party prior to the disclosure by a disclosing Party; or c) is disclosed to a receiving Party without restriction by third party having a full right to disclose; or d) is independently developed by a receiving Party to whom no disclosure of Confidential Information has been made.

Confidential Information shall not be disclosed to a third party in any form whatsoever by a Party unless the other Party has given a written permission to such disclosure.

The Parties may, however, without the prior written consent of the other Party disclose Confidential Information to their employees advisers, subcontractors or agents, and the employees of the subcontractors or agents who need to know the Information in connection with this Agreement. The Parties shall inform all such persons to whom a disclosure of Information is made, as permitted herein, of the obligations of confidentiality.

The Parties may also without the prior written consent of the other Party disclose Confidential Information to any third Party if the disclosure of Confidential Information is forced by the state legislation of the territory of the disclosing Party. In any event such third party has to execute a copy of this Clause prior to the receipt of Confidential Information, unless it is otherwise established to the satisfaction of the other Party that said third party has previously executed agreements, which effectively obligate it to treat Confidential Information in the manner set forth in this Clause.

Both Parties hereby agree not to use the Confidential Information for any other purpose than in connection with this Agreement.

The Parties shall make Information, or any portion thereof, available to only those of their employees who need to know the Information in connection with this Agreement.

The Confidentiality obligations under this agreement shall remain valid for the term of this Agreement and for 5 (five) years from the termination of this Agreement.

## 14. Assignment

A party may assign this Agreement, in whole or in part, to a company or other legal entity in which the party directly or indirectly exercises a controlling influence. In such case, the party shall bear primary liability for the due performance of the Agreement.

## 15. Disputes and choice of law

Disputes relating to this Agreement shall initially be resolved through negotiations between the parties. Where such negotiations fail to result in resolution of the dispute, the dispute shall be conclusively determined through mediation in accordance with the Rules of the Mediation Institute of the Stockholm Chamber of Commerce, unless either of the parties is opposed thereto.

Where either party is opposed to mediation or where the mediation is discontinued, the dispute shall, in the alternative, be determined through arbitration pursuant to the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. Mediation or arbitration shall take place in Stockholm and be conducted in the Swedish language.

Information arising in connection with mediation/arbitration shall be deemed to constitute confidential information.

This Agreement shall be governed by Swedish law, with the exception of its choice of law rules.

## 16. Amendments and supplements

The parties shall inform each other of any changes of an organisational or other nature.

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*This agreement has been prepared in two original counterparts, of which the parties have each received one.*

*This agreement has been signed by authorised representatives of the parties.*

Place and date

Place and date

Operator A

Operator B

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Signed by:

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Signed by:

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Signed by:

If applicable

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Signed by:

If applicable

# Appendix 1 to Interconnection Agreement

## Means of communication

Communication between the parties shall take place in the following manner:

- Communication protocol:
- Telecommunication:
- Format (if applicable):
- Description of the communication (acknowledgement of receipt, catalogues, etc.)

## Contact persons

### Market/Business manager

“Operator A”	“Operator B”
Contact person	Contact person
Telephone number	Telephone number
e-mail address	e-mail address

### Technical establishment

“Operator A”	“Operator B”
Contact person	Contact person
Telephone number	Telephone number
e-mail address	e-mail address

### Helpdesk/Customer service

“Operator A”	“Operator B”
Contact person	Contact person
Telephone number	Telephone number
e-mail address	e-mail address
Open hours	Open hours