

Dated XX-YY-202X

TAMPNET XY

- and -

COMPANY XY

**FRAMEWORK AGREEMENT FOR
PROVISION OF
TELECOMMUNICATIONS SERVICES**

INDEX

Article		Page
1	DEFINITIONS	3
2	INTERPRETATION	4
3	THE SERVICES	5
4	TERM	5
5	SUPPLIER'S OBLIGATIONS	5
6	COMPANY'S OBLIGATIONS	6
7	ACCEPTANCE TESTING	6
8	CONTRACT MANAGEMENT	6
9	TERMINATION	7
10	CHARGES, PAYMENT AND TAXES	7
11	INTELLECTUAL PROPERTY RIGHTS	8
12	CONFIDENTIALITY	8
13	GOVERNING LAW AND DISPUTES	8
14	FORCE MAJEURE	8
15	ASSIGNMENT; SUBCONTRACTING	9
16	LIMITATION OF LIABILITY	9
17	GENERAL	10
18	CONTRACT MANAGERS:	10

THIS AGREEMENT is made

BETWEEN:

- (1) Tampnet XY, org no. _____ having offices at _____ (**Supplier**), and
- (2) X&Y (**Company**) org no. _____ having offices at _____ (**Company**), and

WHEREAS:

- (A) Supplier is in the business of supplying Telecommunication Services (as defined below) and Company wishes to be provided with such telecommunication services,
- (B)

NOW, THEREFORE, in consideration of the mutual undertakings herein contained, the Parties hereto agree as follows:

1 DEFINITIONS

1.1 In this Framework Agreement:

“Affiliate” means an entity controlling, controlled by, or under common control with, directly or indirectly, a Party.

“Articles” means the articles of this Framework Agreement, article 1 to 18.

“Business Day” means a day which is not a Saturday or Sunday or a public holiday in the country in which the Party required to act is based.

“Charges” means the fees and charges payable by Company to Supplier for the provision of the Services, as set out in the Service Order Form, Schedule 1.

“Chronic Outage” means if the Services experience an outage on three (3) or more consecutive occasions within three (3) months.

“Company Site” means the Company owned premises hosting Equipment needed for provision of the Services.

“Confidential Information” means all knowledge and information of whatever nature, which is either expressly designated as confidential or if it would be apparent to a reasonable person, familiar with the disclosing Party's business and the industry in which it operates, that such information is of confidential nature, disclosed to or acquired by one of the Parties directly or indirectly from the other Party in connection with the Framework Agreement, to the extent that such knowledge and information at the time of disclosure or acquisition is not:

- a) in the lawful and unrestricted possession of the receiving Party, or
- b) part of public knowledge or literature.

“Contract Manager” means the representative of Supplier or Company (as appropriate) identified as such in Article 18.

“Date of Acceptance” means the date Customer accepts the Services by following the acceptance procedures detailed in Schedule 3.

“Equipment” means any and all equipment, including but not limited to software, antennas, cabling and radios, used in connection with the provision of the Services or with the establishment of

Supplier's Broadband Data Transmission Services Network by which Supplier provides the Services to Company and/or services to Third Parties. For the avoidance of doubt, Equipment excludes any equipment, software, hardware owned by Company at the date of this Agreement or acquired by Company at or after the date of this Agreement.

"Force Majeure" means any occurrence which (i) hinders, delays or prevents a Party in performing any of its obligations, and (ii) is beyond the control of, and without the fault or negligence of, such Party, and (iii) which such Party could not reasonably be expected to have taken into account at the time of the conclusion of the Framework Agreement, and (iv) which – or the consequences of which – by the exercise of reasonable diligence such Party is unable to prevent or provide against.

"Network" means the configuration of networks as described in the Service Order Form, Schedule 1.

"Party" means Company or Supplier as is required by the context and "Parties" means Company and Supplier.

"Performance Levels" means the performance levels to which the Services shall conform, as set out in the Service Order Form, Schedule 1.

"Planned Outage" means that Supplier is entitled to take measures which may result in interruption of the Services to the extent this is necessary for technical, operational or maintainability reasons.

"Proprietary Information" means All information which relates to the business affairs, prices, product developments, network information, trade secrets, know-how and (personnel) data of either Party as well as any information which may reasonably be regarded as proprietary information of either Party, and all information (in whatever form) designated as confidential or proprietary by the Parties.

"Framework Agreement" means the agreement embodied in this document including its Schedules, and such amendments in writing as may subsequently be agreed between the Parties.

"Schedule" means a document named as such and appended to and forming part of the Framework Agreement.

"Services" means the services provided by Supplier to Company under this Framework Agreement and more specifically set out in the Service Order Form, Schedule 1.

"Service Commencement Date" means the date when the Services are ready for acceptance.

"Service Order Form" means a document that describes the Services to be provided pursuant to this Framework Agreement signed by an authorized representative of Company and Supplier. All Service Order Form(s) shall be written in the form of the Service Order Form Template attached hereto as Schedule 1 "Service Order Form Template".

"Third Party" means any party other than Company, Supplier and their Affiliates.

2 INTERPRETATION

2.1 References to Articles and Schedules are, unless otherwise provided, references to Articles and Schedules of this Framework Agreement.

2.2 In the event and to the extent only of any conflict between the Articles and the Schedules, the Schedules shall take precedence over the Articles.

2.3 Headings are included in this Framework Agreement for ease of reference only and shall not affect interpretation or construction.

3 THE SERVICES

- 3.1** Supplier agrees to supply the Services, in consideration of the payment of the Charges by Company, and upon the terms and conditions of this Framework Agreement.
- 3.2** The Services shall commence on the planned Service Commencement Date as set out in the Timetable and shall continue during the term of this Framework Agreement, subject to termination as provided below.

4 TERM

- 4.1** This Framework Agreement shall take effect on the date it has been duly signed by both Parties and it shall remain in effect for a period of five (5) years, starting at the Date of Acceptance, unless it is terminated as provided under Article 9 of this Framework Agreement or is otherwise lawfully terminated. If a Service Order Form has a term stretching beyond the term of this Framework Agreement, the terms and conditions of the Framework Agreement will continue to be in force for the term of the Service Order Form.

5 SUPPLIER'S OBLIGATIONS

- 5.1** Supplier shall promptly perform and shall provide all work, competent personnel and Equipment needed to perform the Services in accordance with the Service Order Form, Schedule 1. Supplier shall perform and shall procure that any subcontractor appointed by it shall perform, the Services with reasonable skill and care, in a safe manner, in accordance with best practice in the communications industry, and with due regard to the protection of the environment and fitness for purpose.
- 5.2** Supplier shall carry out all activities relating to the Services in accordance with the Framework Agreement, using reasonable skill and care and in accordance with any applicable regulations or legislation, in a safe manner, in accordance with best practice in the communications industry, and with due regard to the protection of the environment and fitness for purpose.
- 5.3** The Services shall at all times throughout the term of the Framework Agreement conform to the Performance Levels. If the Services fail to conform to the Performance Levels, Company shall be entitled to a proportional reduction in Charges payable to Supplier set out in the Service Order Form, Schedule 1. Unless otherwise stated in a Service Order Form, reduction in Charges pursuant to this Article 5.4 and termination pursuant to Article 9 are Company's sole remedies against Supplier for non-conformance in respect of the Performance Levels or for other defects in the Services.
- 5.4** Supplier warrants that it at its sole cost and expense shall comply and shall procure that its subcontractors shall comply fully and at all times with all internal rules which are known to the Supplier, and which apply to the Services supplied, and with all applicable laws and regulations of any governmental and other authorities having jurisdiction in any country where the Services are provided.
- 5.5** When and where any export and/or import authorization, licenses or related government approval are required for the performance of the Services, Supplier is, prior to export and/or import and at its sole cost and expense, responsible for obtaining such authorizations, except for equipment acquired by Company.
- 5.6** Title to all Equipment and other tangible property supplied by Supplier for the performance of the Services, including Supplier's equipment installed and situated on Company premises, shall remain with Supplier.
- 5.7** Supplier shall use its reasonable endeavors to inform Company if it becomes aware of any new laws or regulations, or any changes to existing laws and regulations, applicable to Company or the Services.

- 5.8** Supplier is entitled to take measures which may result in interruption of the Services to the extent this is necessary for technical, operational or maintainability reasons. Supplier will duly notify Company of such measures as soon as possible – in case of Planned Outages due to maintenance at least 10 Business Days in advance.

6 COMPANY'S OBLIGATIONS

- 6.1** Company shall pay the Charges to Supplier pursuant to Article 10 and the relevant Service Order Form(s).

Company shall ensure at all times that its use of the Services is in accordance with all applicable telecommunications, data protection and other laws and regulations in any country where the Services are provided by Supplier. Notwithstanding anything else in the Framework Agreement, any breach of this provision which has caused Supplier to be in breach of any laws, regulations and/or regulatory license in any country, shall entitle Supplier to suspend the provision of the Services, having provided 14 Business Days prior written notice to Company and Company having not remedied the breach in that time. Company is obliged to make regular payments during any such period where the Services are suspended.

- 6.2** Company shall grant Supplier access to, and use of, the Customer's facilities at each Company Site to the extent reasonably necessary for the installation, connection, removal and maintenance of Equipment relating to a Service.
- 6.3** Company shall be responsible for providing and maintaining, at its own expense, the level of power, humidity, heating, and air conditioning necessary to maintain a proper environment for the Equipment in each Company Site.
- 6.4** If Company fails to meet its obligations regarding access and facilities maintenance hereunder and, as a result, Supplier is unable to install or continue the delivery of a Service, or Tampnet is prevented from performing maintenance or remedial work related to Performance Levels, such event shall be treated, for the purposes of Article 9.2, as a material breach by Company of its obligations hereunder.

7 ACCEPTANCE TESTING

Supplier shall, at the Service Commencement Date and during the acceptance period make available the Services for the acceptance procedures to be performed.

- 7.1** Company shall accept the Services in accordance with the acceptance procedures specified in Schedule 3.
- 7.2** If the acceptance procedures, in respect of the Services, have not been successfully completed by the end of the acceptance period and this is not due to Force Majeure, Company or Third Party, Company shall have the right, without prejudice to its other rights and remedies, to extend the acceptance period for a period or periods, specified by Company but being not more than 30 days, during which Supplier shall correct the fault which caused the failure of the acceptance procedures
- 7.3** Payment of the Charges pursuant to Article 10 shall commence from the Date of Acceptance. If Customer does not follow acceptance procedures detailed in Schedule 3, the Services shall be deemed accepted at the Service Commencement Date.

8 CONTRACT MANAGEMENT

- 8.1** Each Party appoints an individual identified in Article 18, who shall act on its behalf as Contract Manager for the overall relationship with the other Party and be responsible for the day-to-day

operation of the Services, and to whom all notices and communications regarding the administration of the Framework Agreement shall be sent. Each Party may at any time substitute its Contract Manager by giving 14 days written notice to the other Party.

8.2 Any notice to be given under this Framework Agreement by either Party to the other shall be in writing and delivered by post or email to the other Party's Contract Manager.

9 TERMINATION

9.1 In the event that the circumstances detailed in Article 7.2 arise, Company may terminate the Framework forthwith by notice in writing. In the event of termination pursuant to this Article, Company shall not be liable to make any payments to Supplier in respect of the use of bandwidth.

9.2 Either Party may immediately terminate the Framework Agreement if the other Party is in material breach of any of its obligations pursuant to the Framework Agreement and (i) such a breach is incapable of being remedied or (ii) where the breach is capable of being remedied, fails to remedy the breach within 30 days of its receipt of a written notice requiring it to do so.

9.3 Either Party may immediately terminate the Framework Agreement if the other Party is or has become bankrupt or entered into liquidation (provisional or otherwise) except for purpose of amalgamation or reconstruction or a receiver and/or manager or administrator is appointed in respect of its assets or any part thereof or it enters into any composition or arrangement with creditors generally.

9.4 Termination of a Service Order Form shall not affect the existence of any other Service Order Form(s).

9.5 Unless explicitly stated otherwise, the rights pursuant to this Article 9 shall be without prejudice to any other remedies available to a Party by virtue of law or the Framework Agreement, including the right to claim damages for unlawful termination. The expiration or termination of the Framework Agreement shall not prejudice the application of its relevant terms to any remedies sought thereafter or to any rights or obligations then outstanding or specified or implied to survive expiration or termination.

9.6 Company may terminate the Services prior to the end of the Term without incurring early termination fee if, for reasons other than a Planned Outage, the Services experience an outage on three (3) or more consecutive occasions within three (3) months. The Company may only terminate the Agreement by sending a written notice to Supplier of such Chronic Outage within thirty (30) days after the event(s) giving rise to a right of termination hereunder. Except for any credits that have accrued pursuant to the relevant SLA, this is the sole and exclusive remedy of Customer for Chronic Outages.

10 CHARGES, PAYMENT AND TAXES

10.1 In consideration of the provision of the Services, Supplier shall invoice, and Company shall pay the Charges for the Services as set out in the Service Order Form, Schedule 1, as amended from time to time. Each invoice rendered by Supplier shall be accompanied by the relevant breakdown or other particulars necessary for reasonably establishing the basis of the Charges and shall be made out in the name of Company. The Charges for Service shall start at the Date of Acceptance or when Company actually starts using the Services.

10.2 Company will pay all invoices within thirty (30) days of receipt of a correctly presented invoice.

10.3 In the event Company disputes any item on any invoice in whole or in part, Company shall be entitled to pay only the undisputed portion of the invoice. Company shall promptly advise Supplier of its reasons for disputing certain items on the invoice. Company shall pay interest on any wrongfully withheld payment. The amount of interest will run from original due date until actual payment made and be based on the then current annual European Central Bank reference rate plus 8 % percent per annum and shall be calculated pro rata on a daily basis.

10.4 Any payments due from Company under this Framework Agreement shall be made free and clear of all taxation whatsoever save only for any deductions or withholdings required by law.

11 INTELLECTUAL PROPERTY RIGHTS

11.1 All intellectual property rights relating to the Services and Supplier in whatever form, including, but not confined to, as-built drawings and maintenance data, shall at all times remain the property of Supplier or its licensors.

12 CONFIDENTIALITY

Each Party agrees to maintain in strict confidence all Proprietary Information of the other Party which is disclosed in connection with the Framework Agreement. Neither Party shall disclose to any third party Proprietary Information without the express prior written consent of the other Party.

12.2. All Proprietary Information shall remain the property of the disclosing Party, shall only be used by the receiving Party for the execution of the Agreement, and such Proprietary Information, including all copies thereof, shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the first request of the disclosing Party.

12.3. The provisions of article 12.1 and article 12.2 shall not apply to any Proprietary Information which:

- a. becomes publicly available other than through a breach of this article 11 by the receiving Party;
- b. is required to be disclosed by a governmental or judicial law, order, ruling or regulation;
- c. is demonstrably independently developed by the receiving Party; or
- d. becomes available to the receiving Party without any restriction imposed by a third party.

The provisions of this Article 16 shall survive the termination of the Frame Agreement.

13 GOVERNING LAW AND DISPUTES

13.1 The Framework Agreement shall be governed by and interpreted in accordance with Norwegian law.

13.2 Any disputes between the Parties shall first be discussed and if possible, resolved by the Contract Managers referred to in Article 22.4.

If within five (5) business days the Contract Managers mentioned above shall not have agreed an action plan to remedy the non-compliance acceptable to both Parties, either Party shall have the right to refer the dispute for arbitration. Any such dispute shall be resolved by arbitration under The International Chamber of Commerce Arbitration Rules in force at the time when such proceedings are commenced. The number of arbitrators shall be three (3). The legal venue of arbitration shall be Stavanger - Norway, and the language to be used in the arbitration shall be English. The arbitral award shall be final and conclusive and binding on the Parties.

13.3 Pending resolution of any disputed matters, Company has the right to ask Supplier to continue its performance under the Framework Agreement, providing always that Company pays the Charges for such continued Services in accordance with the Framework Agreement.

14 FORCE MAJEURE

14.1 Neither Party shall be responsible for any failure to fulfil any non-monetary obligation under the Framework Agreement if and to the extent that fulfilment has been delayed or temporarily prevented by Force Majeure which has been notified in accordance with this Article 14.

14.2 In the event of Force Majeure, the Party that is or may be affected shall notify the other Party without delay giving the full particulars thereof.

14.3 Without prejudice to the generality of the definition of Force Majeure in Article 1, cable breakage shall constitute Force Majeure unless the breakage is directly caused by Supplier.

15 ASSIGNMENT; SUBCONTRACTING

15.1 Neither Party shall assign any of its rights or obligations under the Framework Agreement to any Third Party except with the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. Either Party shall however be entitled to transfer the Agreement to a company within each of its respective corporate groups, provided the new holder of the Agreement is of equal or stronger financial position than its predecessor. For the avoidance of doubt, a company within the same corporate group shall mean companies which is controlled by 50 % or more.

15.2 Supplier undertakes in the event of an amalgamation or merger with or take-over by a Third Party of its business or any other restructuring or reorganisation, to take all reasonable measures to ensure that its obligations under the Framework Agreement will be performed and, if applicable and so requested by Company, to procure that the Third Party succeeding Supplier will replace Supplier as a full Party to the Framework Agreement.

15.3 Supplier may at its sole discretion subcontract the rendering of any part of the Services to any Third Party. In the event of such subcontracting Supplier shall remain fully responsible for the fulfilment in accordance with the Framework Agreement of obligations so subcontracted.

16 LIMITATION OF LIABILITY

16.1 Neither Party shall be liable, in contract, tort (including negligence) or for breach of statutory duty or in any other way for any Consequential Loss incurred by the other Party and arising out of, in connection with, or as a result of any breach or non-performance, no matter how fundamental (including by reason of negligence), of this Framework Agreement. For the purpose of this Article 16.1 the expression "Consequential Loss" shall mean: (i) consequential or indirect loss under applicable law as set out in Article 13.1; and (ii) loss and/or deferral of production, loss of product, loss of data, loss of use, loss due to pollution, loss of revenue, profit or anticipated profit (if any), in each case whether direct or indirect or consequential to the extent that these are not included in (i), and whether or not foreseeable at the date the Framework Agreement came into effect).

16.2 Subject to Clause 16.1.1, the aggregate liability of either Party toward the other Party for any loss arising out of or in connection with the Framework Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise shall not exceed the amount of 100,000.00 (one hundred thousand EUR).

16.3 Notwithstanding any contrary provision in this Framework Agreement, neither Party limits or excludes its liability in respect of:

- any death or personal injury caused by its negligence;
- any fraud, on its own part or on the part of its employees, agents or subcontractors; any liability which cannot be excluded or limited under applicable law; or
- any breach of third-party intellectual property rights.

16.4 The Parties have considered the exclusions and limitations of liability in this Framework Agreement in the context of all the circumstances relating to this Framework Agreement (including the Parties' respective insurance cover). The Parties consider that such exclusions and limitations of liability are fair and reasonable and that, but for such exclusions and limitations, the Parties would not have entered into this Framework Agreement. The Parties are satisfied that they have had the opportunity to negotiate the provisions of this Framework Agreement.

17 GENERAL

17.1 This Framework Agreement shall constitute the whole of the terms agreed between the Parties hereto in respect of the subject matter of this Framework Agreement provided that nothing in this Article 17.1 shall limit a Party's liability for fraudulent misrepresentation.

17.2 Both Parties represents and warrants that in relation to the Services, their Sub-Contractors, directors, officers and personnel are in compliance with all applicable anti-corruption laws and regulations, have not committed bribery of a foreign public official as defined by the OECD Convention on Combating Bribery in International Business Transactions and will remain in compliance with all such laws and regulations for the duration of this Framework Agreement. In the event that Supplier determines that Company has breached any of the foregoing anti-corruption representations and warranties, Supplier may – after giving a fourteen (14) calendar days' notice to Company– terminate this Framework Agreement and the provisions of Article 9 shall apply as if such termination had been made under Article 9.

In the event that Company is listed on one or more of the following Sanction lists, Supplier can upon a written notice terminate the Framework Agreement and all running Service Order Forms with immediate effect. The acknowledged sanction lists are: Office of Foreign Assets, Control (OFAC), EU Sanction List and UN Security Council.

17.3 This Framework Agreement shall be capable of being varied only by a written instrument signed by a duly authorized officer or other representative of each of the Parties.

17.4 Nothing in this Framework Agreement shall constitute or be deemed to constitute a partnership, agency, or joint venture between the Parties hereto or constitute or be deemed to constitute either Party the agent of the other for any purpose whatsoever and neither Party shall have any authority or power to bind the other or to contract in the name of or create a liability against the other.

17.5 If any provision (or part of it) of, or pursuant to, this Agreement is or becomes unlawful, void or unenforceable, the legality, validity or enforceability of any other part of that provision or any other provision shall not be affected but shall continue in full force and effect.

18 CONTRACT MANAGERS:

For Tampnet XY

For Company XY

Name:

Name:

Title:

Title:

IN WITNESS OF WHICH THIS FRAMEWORK AGREEMENT HAS BEEN DULY SIGNED

For Tampnet XY

For Company XY

Signed.....

Signed.....

Name.....

Name.....

Title.....

Title.....

Date.....

Date.....