

Telenor Norge AS – Terms and conditions for IoT SIM Demo access

These terms apply to business customers who make use of the IoT SIM Demo access.

1 Scope and validity

Subject to these terms and conditions, Telenor Norway AS (“Telenor”), org. no. 976 967 631, Snarøyveien 30, 1360 Fornebu, Norway, grants registered business customers limited access to IoT SIM from Telenor for demonstration purposes (“IoT SIM Demo”) as part of Telenor’s Start IoT program.

Customer is the legal person registered with organization number as Telenor business customer for IoT SIM Demo (“Customer”).

By accessing or using IoT SIM Demo, Customer and anyone authorized by Customer or acting on behalf of Customer, agrees to be bound by these terms.

These terms do not include any hardware deliveries from Telenor. Any purchase of IoT hardware from Telenor is regulated by separate terms and conditions.

Further information about the IoT SIM Demo, Start IoT and contact information at Telenor can be found on Telenor’s website <https://startiot.telenor.com/>.

2 Limited access

2.1 Limited use right

Customer receives a limited use right to maximum 5 IoT SIM cards, each including a total of 50Mb, for a maximum period of five (5) months following the date of ordering, unless otherwise agreed with Telenor. IoT SIM Demo is free of charge. Telenor deactivates the SIM access after expiry of the demo period.

The IoT SIM Demo grants limited user-access to Telenor Norway’s IoT cellular networks, as at all times defined by Telenor.

The IoT SIM Demo cannot be used outside Norway.

Either party may terminate the IoT SIM Demo access with one (1) week’s written notice.

Telenor has the right to terminate the IoT SIM Demo access if the Customer exceeds the data usage limit.

No ownership rights are transferred under this agreement. All SIM cards included in the demo are registered on Telenor.

2.2 Coverage, speed and traffic management

Current coverage information and Telenor’s updated coverage map is available at <https://www.telenor.no/bedrift/dekning/>. The coverage map shows theoretical signals, and therefore may vary slightly from actual signals and perceived coverage.

Coverage and speed may depend on Customer’s user equipment and antenna. Also, in addition to location and signal strength on Telenor’s mobile network infrastructure, a number of conditions beyond Telenor’s control could affect users’ experience of coverage and speed. Experienced coverage and speed over the mobile network may vary based on:

- Type of coverage technology, where user is located (2G / GSM, 3G / UMTS, 4G / LTE, Wifi)
- Whether a user is indoors or outdoors
- Distance to the nearest base station
- How many users are on the mobile network at the same time
- Weather and topography
- Thick walls (wall, concrete and more)
- Vegetation, such as dense forest
- Weather, for example, rain can reduce coverage
- Other wireless elements may also interfere with the signals

Telenor uses traffic management as a tool to ensure good quality of services. This applies to handling traffic during normal periods as well as during periods of abnormally high traffic load in the network.

In the mobile network, traffic is managed and prioritized based on available capacity, technology and frequency resources (2G, 3G, 4G), and what is acceptable delay or interference for the specific traffic. Voice traffic is prioritized over data traffic on the mobile network.

Telenor uses traffic management for security purposes. In addition, access to some websites may be blocked by orders from public authorities.

Telenor also uses traffic management such as blocking and throttling to maintain agreed limitations in the data volume and data usage service.

3 Responsibility for sub-contractors

Each party is fully responsible for its sub-contractors in connection with the delivery or use of the IoT SIM Demo.

4 Use of IoT SIM Demo

Customer may only use IoT SIM Demo for the purposes and to the extent stated in these terms.

Customer is responsible for ensuring that its personnel and any third party acting on behalf of Customer, uses IoT SIM Demo properly and in accordance with these terms.

IoT SIM Demo may not be resold, let out, transferred to a third party, or by other means used for anything but the intended purpose, without Telenor's written consent.

5 The Customer's responsibility for avoiding abuse and harm to IoT SIM Demo

Customer must take every reasonable measure to limit the risk of harm to IoT SIM Demo and unauthorised persons abusing or otherwise gaining improper access to IoT SIM Demo.

Customer must immediately notify Telenor upon suspicion or confirmation of a security breach or possible harm to Telenor's systems or IoT SIM Demo. Customer shall without undue delay take necessary measures to prevent abuse of IoT SIM Demo. Telenor reserves the right to block further use of IoT SIM Demo or take other reasonable measures.

6 Use limitations and changes in network

In emergency situations, including serious threats to life or health, environment or network security, Telenor has the right to take necessary measures, even if this entails limiting use of the IoT SIM Demo. Telenor also has the right to take measures that may entail disruption or changes in network or services if this is thought to be necessary for technical, security or operational reasons, or as a result of government decisions or other regulations, cf. § 2-5 of the Electronic Communications Act.

The Customer's access to IoT SIM Demo and the network may also be limited by public authorities under certain circumstances, for example in situations of crisis or preparedness, or in connection with serious criminal activity. Telenor may be unable to notify the Customer in such cases. Telenor is not responsible for any costs, losses or disadvantages that may affect the Customer as a result of such measures.

Measures that fall under this provision, are not considered breach of contract by Telenor and do not give grounds for liability claims against Telenor.

7 Strict confidentiality

The parties and those acting on behalf of the parties shall treat these terms and any information obtained from or through the other party in connection with IoT SIM Demo as strictly confidential and shall not divulge these to any third party.

The same terms apply to all material that is to be reasonably understood as confidential as well as information regarding personal affairs or information that could harm any of the parties or be used by any third party for business related activities.

The parties shall take necessary precautions to ensure confidentiality according to this clause, also after termination of the IoT SIM Demo access. Employees or others who retire from the service of any of the parties shall be instructed to adhere to the confidentiality terms even after the retirement.

8 Modification of IoT SIM Demo during the contract period

Telenor may modify IoT SIM Demo at any time, according to its service development.

Telenor may terminate the access with immediate effect if IoT SIM Demo is discontinued.

9 Breach of contract and compensation

9.1 Breach of contract

Either party wanting to claim a breach of these terms must make a written claim without undue delay upon learning of such breach.

Malfunctioning of IoT SIM Demo does not constitute a breach, since it is a free-of-charge demo version.

9.2 Compensatory damages

In case of breach of these terms, the neglected party may claim compensatory damages for documented economical loss as long as the nature and scope of the loss is adequate and foreseeable according to generally accepted principles for compensatory claims in agreement relations.

Loss of profit, indirect losses, and other consequential losses will not be reimbursed.

9.3 Termination for material breach

A party may terminate the IoT SIM Demo access with immediate effect, in case of material breach by the other party.

Breach of the confidentiality obligation cf. point 5 will always constitute material breach.

10 Infringement of proprietary rights

10.1 Telenor's liability for infringement

To the extent a claim is made that any part of the IoT SIM Demo is infringing any third party copyright, proprietary rights or industrial rights in Norway, Telenor shall, at its own cost, defend Customer's interests. This is subject to Customer's immediate notification to Telenor of any such claim, that Telenor is granted full control of the defense case, and that Customer co-operates with Telenor in any negotiations and/or litigation. In such case, Telenor shall cover the costs and/or damages stipulated in the final judgement.

10.2 Remedy by infringement

If a claim according to point 8.1 is or is likely to be made, Telenor may opt to acquire for Customer a license to continued use of the relevant part of the system delivered, or to make changes or alterations necessary for avoidance of infringement.

10.3 Limitation of liability

Telenor shall not be liable beyond what is explicitly stated in points 9.1 and 9.2.

11 Assignment

The parties' rights and obligations may not be assigned to or in any way transferred to others without a prior written consent of the other party, such consent not to be unreasonably withheld.

Telenor may freely assign these terms to another wholly owned national unit within the Telenor group of companies.

12 Disputes

In the event of a dispute arising between the parties regarding the interpretation or legal effects of these terms, the parties shall first try to resolve the matter amicably by negotiations. If such negotiations fail, each of the parties may demand that the conflict be settled finally by the Norwegian court of justice.

The parties may alternatively agree on having the dispute settled by arbitration according to the Law of Arbitration, of 5th of May 2004, # 25. The legal venue for such arbitration shall be the district where Telenor has its business address.

13 Governing law

These terms are exclusively governed by and construed in accordance with the laws of Norway.