

# **REFERENCE OFFER**

**From**

**TELE-POST**

This is not a legal document. TELE-POST is not bound by this document and may amend it from time to time. This document is without prejudice to the legal position or the rights and duties of TELE-POST and will be removed before signing the wholesale data services agreement.

## **1. Preface**

1.1 The Reference Offer, which is presented in the form of a standard contract, covers a portfolio of services which TELE-POST offers to organisations, licensed under Landstingsforordning nr. 17 af 20. November 2006 om telekommunikation og teletjenester. The services and charges being made available in this Reference Offer will be applied to all Service Takers on a non-discriminatory basis. In the event that agreement is reached with any single Service Taker on new rates for any service covered by this Reference Offer, then those rates will be made available to all Service Takers in observance of the non-discrimination obligation.

1.2 The Reference Offer only applies to organisations that are licensed to provide telecommunications services in Greenland pursuant to the provisions of Section 2 in Landstingsforordning nr. 17 af 20. November 2006 om telekommunikation og teletjenester.

TELE-POST will not be responsible for the content of traffic and services conveyed by use of the services contained in this Reference Offer.

1.3 This Reference Offer takes effect from 1 August 2015 and shall continue in effect until superseded by a revised Reference Offer.

1.4 TELE-POST reserves the right to review and to revise this Reference Offer on a regular basis, but in any event, not more frequently than once a quarter. Further, TELE-POST shall review and revise this Reference Offer when required to do so by Telestyrelsen acting in exercise of the powers conferred on it by the Landstingsforordning nr. 17 af 20. november 2006 om telekommunikation og teletjenester.

1.5 Any revision of the terms of this Reference Offer shall be posted on TELE-POST's website and communicated to all Service Takers who have entered into an agreement with TELE-POST based on this Reference Offer. Revisions shall be posted on TELE-POST's website and communicated to Service Takers no less than 60 (sixty) days prior to the revision taking effect. Any and all revisions to this Reference Offer shall be automatically incorporated into any and all agreements entered into by TELE-POST based on this Reference Offer.

# **STANDARD WHOLESALE DATA SERVICES**

## **AGREEMENT**

**DATED [insert date]**

**Between**

**Service Taker Name**

**and**

**TELE-POST**

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## **Annexes**

<b>Annex A</b>	<b>Definitions</b>
<b>Annex B</b>	<b>Billing and Payments</b>
<b>Annex C</b>	<b>Service Descriptions</b>
<b>Annex D</b>	<b>Technical Descriptions</b>
<b>Annex E</b>	<b>Operations and Maintenance (O&amp;M) Manuals</b>
<b>Annex F</b>	<b>Service Level Agreement</b>
<b>Annex G</b>	<b>Price List</b>
<b>Annex H</b>	<b>Documentation of End-Customer Authorisation</b>
<b>Annex I</b>	<b>Treatment of End-Customers with bad debt</b>
<b>Annex J</b>	<b>New Services Process</b>

**THIS AGREEMENT** is made

Between

[Service Taker Name]

having its registered office at the [Service Taker Address] (hereinafter

referred to as "*the Service Taker*" or "*Service Taker*")

and

TELE Greenland A/S

having its registered office at

Farip Aqqutaa 8,

Postboks 1002

3900 Nuuk

Reg. nr.: A/S 215.154

GER. nr.: 17516345

(hereinafter "TELE-POST")

## 1 Introduction

### Whereas

- A. The Service Taker is in possession of a Licence to provide telecommunications services pursuant to the provisions of Section 2 of the Telecommunication Regulation.
- B. TELE-POST is granted a concession covering the provision of telecommunication networks and services to, from and in Greenland cf. statutory order no 18 of 22 November 1999.

In consideration of the mutual covenant and obligations contained in this Agreement, the Parties HEREBY AGREE AS FOLLOWS:

## 2 Definitions and Interpretation

- 2.1 In this Agreement, except if the context requires otherwise, words and expressions are as defined in Annex A.
- 2.2 The following documents form part of this Agreement and, in the event of any inconsistencies between them, the order of precedence shall be as follows:

### Main Body Document

- Annex A Definitions
- Annex B Billing and Payments
- Annex C Service Descriptions
- Annex D Technical Descriptions
- Annex E Operations and Maintenance (O&M) Manuals
- Annex F Service Level Agreement
- Annex G Price List
- Annex H Documentation of End-Customer Authorisation
- Annex I Treatment of Customers with bad debt
- Annex J New Services Process

## 3 Commencement and Duration

- 3.1 This Agreement takes effect on [insert date here] and shall continue until terminated in accordance with this Agreement as set out in section 22 of this Agreement.

## 4 Wholesale Data Services

- 4.1 Wholesale Data Services enable the Service Taker to provide services to its End-Customers through the access to TELE-POST Sites. Wholesale Data Services consist of a series of individual services and service components. Each

Wholesale Data Service which can be provided as part of this Agreement is described in Annex C to this Agreement.

- 4.2 Any Service Level Agreements attached to this document at Annex F provides details on the level of service which TELE-POST provides under this Agreement.
- 4.3 TELE-POST shall not be responsible for the content of traffic and services conveyed by the Service Taker or the Service Taker's End-Customers by use of the Services contained in this Agreement.

## **5 Charging for Services**

- 5.1 The charging structure for each Service is set out in the Services Schedules attached at Annex C. The specific charges for each Service are set out clearly in Annex G.
- 5.2 The Service Taker agrees to pay the charges as set out in this Agreement and is liable for payment of charges relevant to all Services ordered or used by the Service Taker.
- 5.3 Charges paid under this Agreement are non-refundable.

## **6 Billing and Payment**

- 6.1 TELE-POST shall issue invoices for Services taken by the Service Taker under this Agreement. Such invoices shall be provided in a timely manner and accurately reflect the charges set out in Annex G of this Agreement.
- 6.2 Details of billing and payment obligations are set out in Annex B.

## **7 Development of New Services**

- 7.1 The request for, negotiation of, and development of New Services to be provided under this Agreement shall be subject to the terms set out in Annex J.



## **8 End-Customers with overdue payments to TELE-POST**

- 8.1 The handling of End-Customers with overdue payments to TELE-POST wishing to change supplier from TELE-POST to the Service Taker, shall be done in accordance with the rules and processes documented in Annex I.

## **9 End-Customer Authorisation**

- 9.1 TELE-POST requires the Service Taker to procure from each End-Customer for which the Service Taker submits an order, specified End-Customer Authorisation documentation that the End-Customer has authorised the Service Taker to issue that order. The specific details of the relevant End-Customer Authorisation are detailed in Annex H.

## **10 Contact to Service-Taker's End-Customers**

- 10.1 If an End-Customer of the Service Taker contacts TELE-POST on a matter which does not require direct communication between the End-Customer and TELE-POST, TELE-POST will, where possible, direct the End-Customer to the Service Taker.
- 10.2 Unless specifically required and provided for within this Agreement, the Operations and Maintenance Manual (Annex E) or the Technical Descriptions (Annex D), TELE-POST shall not, without specific justification or on the request of the Service Taker, contact the Service Taker's End-Customers with regards to Services provided under this Agreement.
- 10.3 Where TELE-POST staff communicates with an End-Customer of the Service Taker, TELE-POST staff shall identify themselves as TELE-POST staff, providing services on behalf of the Service Taker.

## **11 Provision of Information**

- 11.1 TELE-POST will provide to the Service Taker, when requested, as soon as reasonably practicable, data regarding the TELE-POST Network. The data is provided for the sole purpose of enabling the Service Taker to consider whether to request Services from TELE-POST pursuant to this Agreement and does not entail any liability for TELE-POST unless explicitly stated in each case.
- 11.2 The data regarding TELE-POST's Network cf. clause 11.1 shall include information relating to which BSA Service Speeds are available at specific locations, and information about availability of Co-location Services at specific locations.

## **12 Compliance**

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- 12.1 The Service Taker shall ensure that the Service Taker's equipment to be connected to the TELE-POST Network is in compliance with the specifications defined in the Technical Descriptions, Annex D. The Service Taker shall not connect or knowingly permit the connection to the TELE-POST Network of anything which is not Compliant Equipment and which is not necessary for the provision of services to End-Customers by means of the relevant Service. The Service Taker shall ensure that such Compliant Equipment remains compliant with the specifications defined in the Technical Descriptions, Annex D and any other relevant standards including, without limitation, EMC requirements and electrical safety. The Service Taker shall comply with TELE-POST's reasonable instructions on floor loading, heat output, health and safety and security before and during installation of any Compliant Equipment at a TELE-POST Site.
- 12.2 The Service Taker guarantees that that the equipment, the Service Taker proposes to attach to the TELE-POST Network is and will remain Compliant Equipment and will operate within the limits of the power feeding voltages and currents specified in the Service specification.
- 12.3 If the Service Taker wishes to install equipment in Co-location facilities provided to the Service Taker by TELE-POST, the Service Taker shall prior to the commencement of such installation or connection demonstrate to TELE-POST:
- 12.3.1 that such equipment is Compliant Equipment and remains compliant with those standards for equipment to be installed in such areas as TELE-POST may issue from time to time; and
- 12.3.2 that the Service Taker and its employees and contractors are compliant with the standards issued by TELE-POST from time to time in relation to access requirements and working practices to be employed. Such standards are included in Annex E to this Agreement.

## **13 Ownership of Equipment**

- 13.1 TELE-POST retains full ownership of all equipment and installations at End-Customers premises, including the NTP and any other relevant equipment and installation.
- 13.2 The Service Taker accepts full liability, should its End-Customers dispose of TELEPOST's equipment and installations, damage such equipment and installations or remove labelling from such equipment and installations.
- 13.3 TELE-POST reserves the right to communicate directly with the Service Taker's End-Customers to assert its ownership of equipment and installations. Only TELE-POST staff may service and operate TELE-POST equipment and installations.

## **14 Interference with Others' Services**

- 14.1 When TELE-POST has reasonable grounds to believe that the Service Taker is using equipment or is permitting the use by its End-Customers of equipment which is not Compliant Equipment or is otherwise causing interference to other services (including Third Party Service Takers' services) TELE-POST may:
  - 14.1.1 notify the Service Taker of its reasonable grounds for believing that there is use of equipment which is not Compliant Equipment or interference taking place; and
  - 14.1.2 give the Service Taker a reasonable opportunity to demonstrate that this is not the case or to remedy the situation; and
  - 14.1.3 if the Service Taker fails to do so within a reasonable period, at its discretion suspend or cease the Service to the End-Customer concerned.
- 14.2 If the Service Taker's equipment adversely affects the normal operation of TELE-POST's or any Third Party Service Takers' services, or is a threat to any person's safety, in an emergency TELE-POST may immediately at its discretion suspend, to the extent necessary, each of its obligations hereunder, and for such period as may be reasonable, to ensure the normal operation of the TELE-POST Network or any Third Party Service Taker's system or reduce the threat to safety.
- 14.3 If TELE-POST reasonably considers the equipment used by the Service Taker is not Compliant Equipment, the Service Taker shall on request from TELE-POST immediately disconnect all necessary equipment in order to permit TELE-POST to carry out tests and resolve any issues identified. In the event that equipment is found to not be Compliant Equipment, any tests performed by TELE-POST in this respect will be charged in accordance with Annex G.
- 14.4 The relevant Compliant Equipment shall be reconnected as soon as practicable when the situation has been remedied.

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## **15 Network Safety and Protection**

- 15.1 Safe as otherwise provided in this Agreement, each Party is responsible for the safe operation of its Network and shall take all reasonable and necessary steps in its operation and implementation of this Agreement and use and provision of Services to ensure that it does not:
- Endanger the safety or health of employees, contractors, agents or End-Customers of the other Party; or
  - Damage, interfere with or cause the deterioration of the other Party's or a Third Party's Network.

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## **16 Service Levels**

16.1 The Parties will both observe the service levels set out in Annex F to this Agreement, as changed by mutual agreement from time to time.

## **17 Forecasting**

17.1 The Service Taker shall for each quarter submit the number of new customer lines and volumes of traffic as part of a rolling forecast, covering seven (7) quarters.

17.2 When entering into this Agreement, the Service Taker shall submit a forecast covering seven (7) quarters, from the date of this Agreement.

17.3 TELE-POST reserves the right to set maximum quotas for the number of End-Customers connections and amount of traffic over any given period.

## **18 Network Alteration and Modifications**

18.1 TELE-POST shall give the Service Taker reasonable notice of any anticipated Network Alteration and Modifications. TELE-POST shall provide to the Service Taker such information as the Service Taker may reasonably request including, to the extent reasonably practicable, the potential impact of the change on the service provided by the Service Taker to its End-Customers.

## **19 Provisioning, Operation and Maintenance**

19.1 The procedures for the installation and testing of any equipment in respect of a Service as well as for the operation and maintenance thereof shall be governed by the provisions of the Technical Descriptions in Annex D and the Operations and Maintenance Manual in Annex E.

## **20 Fault Handling and Reporting**

20.1 Reporting, management and clearance of faults shall be done in accordance with the provisions of the Operations and Maintenance Manual in Annex E, as updated from time to time.

## **21 Resolution of Disputes**

21.1 Each Party shall use its best endeavours to resolve any disputes between them concerning the implementation, application or interpretation of this Agreement, in the first instance through negotiation between the Parties through the normal contacts, hereinafter referred to as Level 1.

21.2 The name of each Party's liaison contact and representative at each level of consultation shall be as specified in clause 30 of this Agreement. No change to

a liaison contact or representative shall be effective until the other Party has received Notice thereof.

21.3 Disputes relating to Billing and Payment of charges under this Agreement shall be covered by the provisions of this Clause 21 and in addition, the following provisions will apply:

If the Service Taker has notified TELE-POST of a dispute relating to an invoice issued pursuant to this Agreement and such dispute has not been resolved before the Due Date, and if the amount in dispute represents:

- less than 10 (ten) per cent of the total amount of the relevant invoice, the total amount invoiced shall be due and payable on the Due Date; or
- 10 (ten) per cent or more of the total amount of the relevant invoice, the amount in dispute may be withheld until the dispute is resolved and the balance shall be due and payable on the Due Date.
- Notwithstanding Notice of a dispute if the Service Taker fails to pay on the Due Date any amount due under this Agreement, the Service Taker shall pay interest pursuant to the provisions of Section 5 of the Act on Interest Accruing on Delayed Payments at the Due Date in respect of any such amount outstanding applicable from the Due Date until full payment has been received. Further, Service Taker shall be liable for payment of an administration fee of Kr. 3,000 each time a reminder notice is issued by TELE-POST.

21.4 In the event of the Parties failing to resolve the dispute at Level 1 negotiation within ten (10) Working Days either Party shall have a right to invoke the dispute procedures specified herein on the service of Notice to that effect upon the other Party. The Party serving the Notice (the disputing Party) shall include with such Notice all relevant details including the nature and extent of the dispute.

- Upon service of such Notice pursuant to clause 30 the dispute shall be escalated to Level 2. The Parties shall consult at Level 2 in good faith to endeavour to resolve the dispute.

- 21.5 If the endeavours of the Parties to resolve the dispute at Level 2 are not successful within ten (10) Working Days of escalation of the dispute to Level 2, either Party may upon service of Notice cf. clause 30 to the other Party escalate the dispute for determination by Telestyrelsen always provided that the dispute concerns regulatory matters within the authority of Telestyrelsen pursuant to the Telecommunication Regulation. All relevant details with regard to the nature and extent of the dispute shall be furnished to Telestyrelsen together with a record of matters which have been agreed or not agreed at Levels 1 and 2.
- 21.6 The time limits specified at clauses 21.4 and 21.5 above may be reduced or extended by mutual agreement between the Parties.
- 21.7 The Parties shall not be entitled to bring a dispute before the courts cf. clause 36 before attempts at resolution through Level 1 – Level 2 as defined above have been undertaken.
- 21.8 The above procedures are without prejudice to any rights and remedies that may be available to the Parties in respect of any breach of any provision of this Agreement.
- 21.9 Nothing herein contained shall prevent a Party from seeking (including obtaining or implementing) interlocutory or other immediate or equivalent relief.

## **22 Breach, Suspension and Termination**

- 22.1 In the event that the Service Taker's License to provide all or a material part of its Network is terminated or suspended by Telestyrelsen, TELE-POST may terminate this Agreement (or such part thereof as may be reasonable in the circumstances) without advance notice.
- 22.2 A Party may terminate this Agreement fully or in part by giving Notice at any time to the other Party not less than twelve (12) months' to the end of a month.
- 22.3 After Notice has been given pursuant to clause 22.2 a Party is entitled to request the other Party to carry on good faith negotiations with a view to entering into a new agreement within a reasonable period.
- 22.4 If one Party's Network adversely affects the normal operation of the other Party's Network, or is a threat to any person's safety, the other Party may suspend, to the extent necessary, such of its obligations hereunder, and for such period as it may consider reasonable to ensure the normal operation of its Network or to reduce the threat to safety.
- 22.5 If a Party is in material breach of this Agreement (including failure to pay an undisputed sum due hereunder), the other Party may serve a written notice

(the "breach notice") on the Party in breach specifying the breach and requiring it to be remedied within:

- thirty (30) calendar days from the date of receipt of such breach notice; or
- in case of emergency (excluding financial obligations) within such shorter period as the Party not in breach may reasonably specify.

22.6 If the Party in breach fails to remedy the breach within such period as may be specified by the Party not in breach pursuant to clause 22.5 the Party not in breach may, until such breach is remedied, at its discretion suspend performance of such of its obligations under this Agreement as is reasonable in the circumstances or terminate this Agreement forthwith or at a date specified by such Party.

22.7 A material breach of this Agreement includes, but is not confined to the following circumstances:

22.7.1 A Party is unable to pay its debts within the meaning of the Insolvency Act or a Party has a Receiver appointed or has been subject to an application for the appointment of a receiver in relation to all or any of its assets or an encumbrancer has taken possession of all or a material part of its assets;

22.7.2 A Party has an order made or a resolution passed for its winding up (other than for the purpose of amalgamation or reconstruction); or

22.7.3 A Party enters into a voluntary arrangement with creditors under the Insolvency Act

22.7.4 The Service Taker abstaining from within 1 (one) Working Day to adhere to TELE-POST' notification cf. clauses 14.1, 14.2 and/or 14.3; or

22.7.5 The Service Taker's employment of any Service contrary to the License whereby TELE-POST's concession may be violated or TELE-POST's rights under this Agreement in any other way not complied with; or

22.7.6 The Service-Taker does not put up security within the deadline stated in clause 27.3; or

22.7.7 A Party ceases to carry on business.

## **23 Confidentiality**

23.1 The Receiving Party shall maintain and preserve during the term of this Agreement the confidentiality of all information, in the form of technical and/or commercial information or Intellectual Property Rights and written or oral comments thereof, which has been received from the Disclosing Party (the "Confidential Information"), and the Receiving Party shall not use Confidential Information for any purpose other than the performance of the Receiving



Party's obligations under this Agreement and shall not divulge such Confidential Information to any third party without the prior written authorization from the Disclosing Party.

23.2 The following shall not be regarded as Confidential Information and shall thus be exempted from the confidentiality obligation under this Agreement:

23.2.1 Information known to the Receiving Party prior to disclosure by the Disclosing Party as shown by its prior written records;

23.2.2 Information which is or becomes publicly known through no fault of the Receiving Party;

23.2.3 Information which is disclosed by a third party with a legal right to do so; and

23.2.4 Information which the Receiving Party is required to file with any governmental regulating authorities under compulsion of law, provided that the Disclosing Party has received prior Notice thereof and that the Receiving Party exercises its best efforts to ensure confidential treatment of the information so filed.

23.3 Any breach of this clause 23 shall entail the obligation on the Party in breach to pay a penalty of DKK 200,000 (DKK two hundred thousand) for each breach of its obligations hereunder. In the event of a continuing breach each commencement of a period of seven (7) calendar days shall be deemed one breach. The payment of penalty does not release a Party in breach from its obligations under this clause 23. The amount of a penalty will be deducted from damages payable due to the breach of this clause 23.

23.4 This confidentiality obligation shall remain in full force and effect for a period of five (5) years following the expiry or termination of this Agreement.

23.5 The Receiving Party shall return all documents or material, including any copies of the same, to the Disclosing Party at the Disclosing Party's first request and in any case upon the expiry or termination of this Agreement.

## **24 Intellectual property rights**

24.1 Except as expressly otherwise provided in this Agreement, Intellectual Property Rights shall remain the property of the Party creating or owning the same and nothing in this Agreement shall be deemed to confer any assignment or right or title whatsoever or licence of the Intellectual Property Rights of one Party to the other Party, and nothing in this Agreement shall be deemed to restrict the rights of any Party to own, use, enjoy, licence, assign or transfer its own Intellectual Property.

## **25 Review and Amendment**

25.1 A Party may seek to amend this Agreement by serving on the other a review Notice if:

- The Service-Taker's License is materially modified (whether by amendment or replacement); or
- a material change occurs, including enforcement action by any regulatory authority, which affects or reasonably could be expected to affect the commercial or technical basis of this Agreement.

25.2 The Party seeking an amendment to this Agreement shall issue a review Notice that sets out in reasonable detail the basis for review as well as the issues to be discussed between the Parties. The Parties shall negotiate in good faith the matters to be resolved with a view to agreeing the relevant amendments to this Agreement.

25.3 The charges for Services set out in the attached Services Schedules at Annex C and the charges contained in Annex G shall, in any case, be reviewed on an annual basis.

25.4 For the avoidance of doubt, the Parties agree that notwithstanding service of a review Notice this Agreement shall remain in full force and effect.

25.5 If the Parties fail to reach agreement on the subject matter of a review Notice issued cf. clauses 25.1 and 25.2 within three (3) calendar months (the "relevant period") in each case from the date of service of such review Notice, either Party may, not later than one calendar month after the expiration of the relevant period, request in writing Telestyrelsen to determine any matter within the authority of Telestyrelsen pursuant to the Telecommunication Regulation. Any such matter not being referred to Telestyrelsen within this one calendar month shall be deemed withdrawn and hence resolved between the Parties.

25.6 This Agreement shall be automatically amended to incorporate any amendments to the TELE-POST Reference Offer in accordance with terms thereof as changed from time to time.

## 26 Force Majeure

- 26.1 Neither Party shall be liable for any breach of this Agreement caused by insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government, compliance with any statutory, regulatory or legal obligation, industrial disputes of any kind (other than a strike or lockout induced by the Party so incapacitated), fire, lightning, explosion, flood, subsidence, weather of exceptional severity, weather prohibiting outdoor works, unavailability of suitable transport, acts or omissions of persons for whom neither Party is responsible or any other cause whether similar or dissimilar outside its reasonable control and any such event or circumstance is a force majeure.
- 26.2 The Party initially affected by a force majeure shall promptly notify the other Party of the estimated extent and duration of its inability to perform or delay in performing its obligations ("force majeure notification").
- 26.3 Upon cessation of the effects of the force majeure the Party initially affected by a force majeure shall promptly notify the other Party of such cessation.
- 26.4 If as a result of a force majeure, the performance by the Party, initially affected, of its obligations under this Agreement is affected, such Party shall, subject to the provisions of clause 26.6, perform those of its obligations not affected by a force majeure. In performing those of its obligations not affected by a force majeure, the Party initially affected by a force majeure shall deploy its resources such that (when taken together with other obligations to its End-Customers and Third Parties) there is no undue discrimination against the other Party.
- 26.5 To the extent that a Party is prevented as a result of a force majeure from providing all of the Services to be provided under this Agreement, the other Party shall be released to the equivalent extent from its obligations to make payment for such Services or complying with its obligations in relation thereto.
- 26.6 Following a force majeure notification and if the effects of such force majeure continue for:
- a continuous period of not more than six (6) months from the date of the force majeure notification (whether or not notice of cessation has been given pursuant to clause 26.3) any obligation outstanding shall be fulfilled by the Party initially affected by the force majeure as soon as reasonably possible after the effects of the force majeure have ended, save to the extent that such fulfilment is no longer possible or is not required by the other Party;
  - a continuous period of six (6) months or more from the date of the force majeure notification (and notice of cessation has not been given pursuant to clause 26.3), the Party receiving the force majeure notification shall be entitled (but not obliged) to terminate this Agreement by giving not less

than thirty (30) Working Days written notice to the other Party, provided that such notice shall be deemed not to have been given if notice of cessation is received by the Party receiving the force majeure notification prior to the expiry of the thirty (30) Working Days' notice. If this Agreement is not terminated in accordance with the provisions of this clause 26.6, any obligations outstanding shall be fulfilled by the Party initially affected by the force majeure as soon as reasonably possible after the effects of the force majeure have ended, save to the extent that such fulfilment is no longer possible or is not required by the other Party.

## **27 Credit Assessment and Credit Risk Management**

- 27.1 It is a condition precedent to this Agreement that the Service Taker shall provide to TELE-POST an irrevocable on-demand guarantee issued by a financial institution acceptable to TELE-POST in its reasonable and fair opinion as proportionate security against the Service Taker's non-compliance with or non-observance of any of the obligations under this Agreement (including without limitation the failure to pay charges).
- 27.2 TELE-POST may demand financial security pursuant to clause 27.1 at an amount corresponding to the charges payable for the forecasted or actual usage of Services equal to two (2) quarters. TELE-POST may at any time demand an increase in the financial security provided by the Service Taker if the financial security provided no longer corresponds to such charges.
- 27.3 Financial security pursuant to clause 27.1 or increase in the financial security pursuant to clause 27.2 shall be procured by the Service Taker no later than 15 (fifteen) Working Days from the date of TELE-POST making the request.

## **28 Limitation of Liability**

- 28.1 A Party is liable under Greenlandic law for the direct losses suffered by the other Party due to the first Party's omission to fulfilling its obligations under this Agreement.
- 28.2 Neither Party shall be liable to the other Party in contract, tort (including negligence or breach of statutory duty) or otherwise for loss of profits, business or anticipated savings, wasted expenditure or for any indirect or other consequential loss whatsoever arising in connection with the operation of this Agreement, unless such Party has acted grossly negligent or with intention.
- 28.3 TELE-POST incurs no liability for any loss resulting from interruption, termination or change to the specification of any Service under this Agreement or from interruptions or changes to the TELE-POST Network resulting from measures considered necessary for technical, operational or maintenance purposes or mandated a public authority in Greenland unless TELE-POST has acted grossly negligent or with intention.
- 28.4 TELE-POST does only incur liability for delayed delivery of or defects to a Service or incur product liability as set out in Annex F. Accordingly, no claim in damages or otherwise may be issued against TELE-POST in this respect except as set out in Annex F limited as stated in this clause 28.
- 28.5 Each provision of this clause 28 is a separate limitation applying and surviving even if one or more such provisions is inapplicable or held unreasonable in any circumstances.

## **29 Assignment of Rights and Obligations**

- 29.1 Unless otherwise agreed in writing, no rights, benefits or obligations under this Agreement may be assigned or transferred, in whole or in part, directly or indirectly by Service Taker without the prior written consent of TELE-POST.

## **30 Notices**

- 30.1 A notice shall be duly served if:

- delivered by hand, at the time of actual delivery; or
- sent by email, upon its receipt being confirmed; or
- sent by recorded delivery post,

- 30.2 Except if otherwise specifically provided all notices and other communications relating to this Agreement shall be in writing and shall be sent as follows:

If to the Service Taker:

[Name/Job Title]  
Telephone [Number]  
E-mail address  
[Address]

If to TELE-POST:

Wholesale  
Telephone + 299 341255  
E-mail: Wholesale@telepost.gl  
Farip Aqqutaa 8  
Postboks 1002  
3900 Nuuk

or to such other addresses as the Parties may notify from time to time pursuant to this clause 30.

## **31 Entire Agreement**

31.1 This Agreement represents the entire understanding of the agreement between the Parties in relation to the subject matter of this Agreement, and, unless otherwise agreed in writing, supersedes all previous understandings, commitments, agreements relative to Wholesale Broadband Access or representations whatsoever, whether oral or written.

## **32 Waiver**

32.1 The waiver of any breach of, or failure to enforce, any term or condition of this Agreement shall not be construed as a waiver of any other term or condition of this Agreement. No waiver shall be valid unless it is in writing and signed on behalf of the Party making the waiver.

## **33 Severability**

33.1 The invalidity, unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement.

## **34 Amendments**

34.1 Amendments and supplements to this Agreement, including its Annexes and Schedules shall in order for them to be valid, have been drawn up in writing, dated and signed by both Parties except amendments and supplements cf. clause 25.6. Such amendment and supplements shall not affect the validity or enforceability of any of the remaining provisions of this Agreement.

## **35 Relationship of Parties**

35.1 The relationship between the Parties is that of independent contractors. Nothing in this Agreement shall be construed to make either Party hereto an agent, joint venture or partner of or with the other. Neither Party is granted any right of authority or agency, expressly or implicitly, on behalf of, or in the name of the other, nor any right to legally bind the other in any manner whatsoever. Neither Party shall become liable through any representation, act or omission of the other which is contrary to or unauthorised by the provisions of this Agreement.

## **36 Governing Law**

36.1 The interpretation, validity and performance of this Agreement shall be governed in all respects by the laws of Greenland and the Parties submit to the exclusive jurisdiction of the courts of Greenland. The Parties agree to always request and support a request for referral of any matter to the Court of Greenland cf. the Greenlandic Public Administration Act.

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**IN WITNESS** WHEREOF THIS AGREEMENT WAS ENTERED INTO THE DAY  
AND YEAR FIRST ABOVE WRITTEN.

**SIGNED** for and on behalf of

**the Service Taker:** \_\_\_\_\_

\_\_\_\_\_  
[SIGNATURE]

\_\_\_\_\_  
[NAME (BLOCK CAPITALS)]

\_\_\_\_\_  
[POSITION]

**SIGNED** for and on behalf of

**TELE-POST:**

\_\_\_\_\_  
[SIGNATURE]

\_\_\_\_\_  
[NAME (BLOCK CAPITALS)]

\_\_\_\_\_  
[POSITION].