

**SWEDAVIA AB – SPECIFIC TERMS AND  
CONDITIONS OF SERVICE – Accessport LAN**

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This document is a translation from Swedish into English of current specific terms and conditions for the service Accessport LAN for purposes of information for international customers. In the event of any contradiction or inconsistency between the documents, the Swedish version shall prevail.

**1. Introduction**

These terms and conditions apply specifically when Swedavia AB ("Swedavia") provides the service Accessport LAN ("the Service"). The Service is delivered in accordance with the terms and conditions below and in accordance with the attached agreement ("the Agreement"). Definitions of these terms and conditions shall have the same content as in the Agreement. Swedavia's counterparty in the Agreement is called "the Customer".

**2. Swedavia's delivery of the Service**

Delivery and installation of the Service are carried out by Swedavia at a delivery point ("DP") as close as possible to the connection point ("CP") at the Customer's premises where the Customer wants to use the Service. Cabling between the DP and AP is not included in the Service. In cases where cabling is available between the DP and CP, patching of the connection is included. The CP can by agreement be located in Swedavia's data centre. The Customer is responsible for all other equipment needed to use the Service, for instance, server, computers, data switches etc. and for all costs associated with this. The Customer is entitled to use the Service to transfer files, messages, data, calls, faxes, e-mail and the like ("Information") in accordance with what is specified in these terms and conditions.

**2.1 Use of equipment**

Connection of the Service is done physically using an Ethernet 10/100-TX interface. The connection can include up to five VLAN per access port and up to two simultaneously registered Mac addresses per port. Communication takes place using the IPv4 protocol. Only such equipment that complies with regulations in effect at the time as specified in relevant legislation and any instructions from Swedavia may be connected. The Customer is responsible for its equipment used in the Service. The Customer shall on request give Swedavia the opportunity to examine the equipment connected to the Service if there is a legitimate reason for an examination due to disruptions in the Service or it is assumed the equipment is connected in violation of these terms and conditions. The Customer is responsible for disconnecting equipment that disrupts the Service as soon as possible. The connection to the Service may not be used in such a way that a serious nuisance arises for Swedavia or a third party. The Customer is not entitled, without the approval of

Swedavia, to intervene in or make changes in or additions to the Service.

**2.2 Confirmation of delivery**

Swedavia sends a confirmation of delivery after the connection has been completed. The Service is considered to be delivered five (5) business days after the confirmation is sent unless the Customer reports any delivery problem to Swedavia within this time.

**2.3 Disclaimer**

In use of the Service, Swedavia is not liable for:

- (i) functionality or content of any website or service that can be accessed when the Customer is connected to the Service,
- (ii) damage that occurs as a result of the content of Information conveyed when the Service is used,
- (iii) damage caused by a computer virus, data breach or the equivalent,
- (iv) delay, corruption or loss of Information,
- (v) management, storage or transport of payment card data in accordance with the Payment Card Industry Data Security Standard (PCCIDSS) or other standard for payment card data management.

**3. The Customer's obligation**

It is incumbent on the Customer to be responsible for its IP address plan and provide a DHCP function. Swedavia can if necessary activate an IP DHCP helper. A fee will be charged for changes or reconfigurations in the Service already delivered on an open account basis or by tender.

**3.1 Permission**

In case special permission is needed from a property owner, government authority or other party to install the equipment needed to connect to the Service, Swedavia is entitled to require the Customer to obtain such permission at the Customer's expense. To place customer equipment in Swedavia's data centre, special terms and conditions as well as a special price list apply. Swedavia exercises no control over the Information that the Customer has access to as a result of using the Service.

**3.2 Improper use of the Service**

The Customer is responsible for complying with legislation in effect as well as generally accepted moral and ethical Internet and e-mail behaviour in using the Service. Swedavia is entitled to suspend or limit the Customer's access to or use of the Service if it is used for improper, abusive or illegal behaviour.

**4. Service Time**

The Service Time ("Service Time") is the time during which troubleshooting and fixing of a problem take place. The Service Time depends on what level of service the Customer chooses for the Service and is specified in the

## Appendix 2

paragraph "Service Level" below. Unless otherwise agreed, the Bronze service level is standard.

### 5. Reporting problems

The Customer can report problems 24 hours a day, 7 days a week, 365 days a year. Problems shall be reported by phone: (+46) 0770-111 538.

Troubleshooting and fixing a problem in the Service are carried out at the agreed service level. As soon as the problem is fixed, a completion report is sent to the Customer and the problem case is closed. User support is not included in the Service

### 6. Fixing the problem

When the Customer is prevented from using the service as a result of a problem in the Service, Swedavia is obliged to fix the problem after the Customer reports it and then send a completion report. Fixing problems is done in accordance with the agreed Service Time. At the Customer's request, problems can also be fixed outside the agreed Service Time, in which case Swedavia is entitled to charge the Customer for documented labour cost. When a problem is reported that turns out not to be attributable to equipment that Swedavia is responsible for, the Customer is liable to pay Swedavia for Swedavia's costs attributable to the reporting of the problem and troubleshooting.

### 7. Availability

#### 7.1 Unavailable Time

Unavailable Time is the accumulated number of hours during the Service Time when the case of a reported problem is open. Unavailable Time serves as the basis for any service credit in accordance with Service Credit below.

Problems due to the following reasons are not included in Unavailable time:

- (i) Modifications and changes that were initiated and agreed to by the Customer and for which the Customer was informed of the disruption as a consequence of this.
- (ii) Problems that are a direct result of a problem or a defect in the equipment provided by the Customer or an application that is not a part of the Service, for instance, property network or terminals.
- (iii) Problems that arise as the result of measures or changes that the Customer has carried out on its own.
- (iv) Time that has passed after the problem is reported when Swedavia tries but cannot get in touch with the Customer in order to carry out the necessary measures. Swedavia is considered to have tried to contact the Customer after two phone calls and one e-mail.
- (v) Planned work agreed to by the Customer or Planned work under paragraph 13.
- (vi) Disruptions or defects that are not reported by the Customer.
- (vii) Disruptions that arise as a direct result of force majeure, which is specified in SWEDAVIA AIRPORT

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- (viii) Problems that arise as the result of neglect or improper use by the Customer and/or its end user.
- (ix) If the Customer requests that Swedavia postpone fixing the problem.

#### 7.2 Availability

Availability ("Availability") is the time when the Service is available to the Customer. Availability is calculated per fixed 12-month period ("Measurement Period"). The Measurement Period starts when an installation is completed or from the time a new agreement is signed for existing connections. Availability is based on 365 days a year with 24 hours a day, thus 8,760 hours.

Availability is calculated using the following formula:

$$\frac{8,760 - (\text{total Unavailable Time per year})}{8,760}$$

### 8. Service Levels

Depending on the level of service agreed, guaranteed availability for the Customer will vary. Swedavia offers the following service levels:

SLA	Service Times	Troubleshooting begins	Availability
Bronze	Weekdays 8:00 a.m. – 5:00p.m.	Within 6 hours	98,0%
Silver	24 hours a day, 7 days a week, 365 days a year	Within 4 hours	99,0%
Gold	24 hours a day, 7 days a week, 365 days a year	Within 2 hours	99,5%

### 9. Service Credit

If guaranteed Availability is not reached, the Customer is entitled to a reduction in the periodic cost as below, based on actual Availability reached during the Measurement Period.

Credit in % of fee for the service	Bronze	Silver	Gold
	Availability	Availability	Availability
1% of annual fee	< 98,0%	< 99,0%	< 99,5%
3% of annual fee	< 97,5%	< 98,5%	< 99,0%
5% of annual fee	< 97,0%	< 98,0%	< 98,5%

Any credit is calculated based on the customer connection(s) affected.

Credit as per this paragraph constitutes the only consequence when there is a problem. The Customer is therefore not entitled to demand any other consequence in case of a problem, for instance, damages. No credit will be given if the problem is due to circumstances as specified in the paragraphs "Use of equipment", "Unavailable Time" or "Planned Work". However, the Customer is entitled, with the restrictions specified in the document SWEDAVIA AB GENERAL TERMS AND CONDITIONS – COMPANIES, to compensation for damage that Swedavia, or someone that Swedavia is liable for, causes through neglect. If a demand

for a credit is not submitted within a reasonable time, the Customer forfeits the right to make the demand in question. A reasonable time is at most two months after the problem has been reported or the damage has been or should have been detected. No credit will be given for an amount under SEK 500.

#### **10. Fees**

Fees are based on Swedavia's price list in effect at the time of the Service unless otherwise specified in the agreement. Fees for the service consist of fixed fees, variable fees and possibly a one-time fee. In cases where the Customer postpones a delivery time already agreed and this leads to increased costs for Swedavia which are directly attributable to the Customers installation, Swedavia is entitled to charge for these additional costs as a one-time fee to the Customer. Swedavia also reserves the right to raise the fees for the Service one (1) month after the Customer has been informed by Swedavia of this in writing. No notification is necessary if there is a reduction in fees. All fees are given exclusive of value added tax.

#### **11. Agreement period**

Unless otherwise agreed in writing, the agreement is in effect for 36 months from the final connection is made under the Service, with a 30 day mutual period of notice after that. Cancellation shall be made in writing.

#### **12. Planned work**

The Customer shall be informed via Airport Information ("AI"), fax or e-mail in writing and with as much time as possible in advance about planned work as is necessary for technical, maintenance or operational reasons, and that affects Service Availability. The Customer shall, regardless of the above, be considered to have been informed by AI on the day on which AI is posted on Swedavia's extranet, [www.swedavia.net](http://www.swedavia.net). Planned work shall be carried out promptly and in such a way that disruptions are limited. On each occasion of planned work, a timetable is given for the disruption in the Service. Downtime not specified in the timetable is counted as Unavailable Time.

#### **13. Suspension of the Service**

Swedavia may suspend the Service until further notice if the Customer neglects its obligations under the paragraph "Swedavia's delivery of the Service" or if equipment is connected in contravention of the paragraph "Use of equipment".

14. The Customer's liability in relation to the SLA Before a problem is reported to Swedavia, the Customer shall carry out troubleshooting in order to determine whether the problems experienced are network-related and not caused by the Customer's own application or own equipment.

In cases where the Customer does not have the possibility to determine the cause or whether the problem is network-related, the Customer shall provide Swedavia with the necessary information and a detailed description when the case is reported.

For instance:

- The company's name, Customer number, the Customer's technical contact person and contact details such as e-mail address and telephone number
- Date and time when the Service was last available.
- Clear description of the problem
- Information about the connection address/deliverypoint
- Description of any changes that the Customer made that can have affected the Service.

The Customer shall appoint a technical contact person who can report problems to Swedavia and receive Status and Completion reports as well as provide assistance and collaborate with Swedavia's technical staff while work to fix the problem is being carried out, remotely or on site. The Customer shall inform Swedavia if the problem has been fixed by someone other than Swedavia's staff or if the problem has been traced to other hardware. If the problem is due to the Customer's improper handling/negligence or to systems controlled by the Customer, the Customer shall inform Swedavia about the estimated time for fixing the problem or the time when the Customer expects to be using the Service again. The Customer shall inform Swedavia in advance about planned maintenance or other activities that can effect the Service. In cases where costs to Swedavia arise as a result of the Customer not fulfilling the liability described in this paragraph, Swedavia is entitled to invoice the Customer for these costs.

#### **15. Other**

Swedavia reserves the right to change content and agreements related to SLA. If the change entails a change in internal processes for Swedavia, it can be implemented without further measures. However, should the change affect the Customer's Service Level, the change must be made in consultation between the parties.

Swedavia reserves the right to suspend the Customer's Service in case the Customer's traffic adversely affects Swedavia's network and/or other customer's service as a result of Distributed Denial of Service (DDoS) attacks etc.

In addition to these limitations of liability, Swedavia's General Terms and Conditions apply unless otherwise agreed and specified.