

**SWEDAVIA AB – SERVICE-SPECIFIC TERMS –
AIRPORT FIDS AND AIRPORT WebFIDS (TRAFFIC
INFORMATION)**

Version 2023-01-19

1. Introduction

These Service-Specific Terms apply when Swedavia AB (“Swedavia”) provides the services Airport FIDS and Airport WebFIDS (the “Service”). The Service is delivered in accordance with the terms below and the agreement to which these terms are attached (the “Agreement”). Definitions used in these terms shall have the same meaning as in the Agreement. Swedavia’s contracting party under the Agreement is referred to as the “Customer”.

2. Swedavia’s Provision of the Airport FIDS Service

The Service means that Swedavia shall provide the Customer with traffic information and, where applicable, display screens. The information available to the Customer is based on the customer category to which the Customer belongs (see Appendix 1). The information available to each customer category is specified in the Appendix “FIDS Content Specification”.

2.1 Provision and Use of the Service

Traffic information is provided in standardized formats determined by Swedavia from time to time. Swedavia has the right to include additional information in a format beyond what is specified in Section 2 above (provided that the information is public and may be displayed to the general public without restrictions).

The traffic information is partly based on data reported to Swedavia’s systems and databases by other parties (e.g. airlines and ground handling service providers). Swedavia shall not be liable if the information is incomplete or incorrect due to circumstances beyond Swedavia’s control (including situations where third parties have failed to report the relevant information correctly).

All traffic information provided under the Agreement is and remains the property of Swedavia. Through the Agreement, the Customer is granted no rights other than to display the information on screens provided by Swedavia in accordance with the applicable product specification from time to time. Any other use, including resale or other commercialization of the information, requires Swedavia’s written consent.

Swedavia has the right to make temporary service interruptions for system maintenance and servicing.

2.2 Screens and Equipment – Airport FIDS

Swedavia shall provide the Customer with screens as specified in Appendix 1.

Swedavia’s obligation to provide screens is conditional upon the Customer confirming receipt of the screens in writing.

The screens shall be compatible with the standardized formats in which traffic information is presented from time to time. For the avoidance of doubt, Swedavia has the right at any time during the term of the Agreement to replace the screens with other compatible screens of equivalent size.

Unless otherwise agreed in writing, Swedavia is responsible for all installation and dismantling of the screens provided under the Agreement. The Customer is therefore not entitled to relocate the screens independently.

Unless otherwise agreed in writing, the screens are and remain the property of Swedavia, and the Customer may not take any action that could affect Swedavia’s ownership or right of separation. Without prejudice to the Customer’s rights under the Agreement, screens and any other property provided under the

Agreement shall be promptly returned to Swedavia at Swedavia’s written request.

If a screen is damaged or lost, Swedavia shall promptly replace it. If the damage or loss is caused by reasons not attributable to Swedavia (including Swedavia’s subcontractors) or by a technical defect not caused by external impact, the Customer shall financially compensate Swedavia for the damaged or lost screen.

2.3 Delivery Confirmation

Swedavia will send a delivery confirmation once the connection has been completed. The Service shall be deemed delivered five (5) business days after the confirmation has been sent, unless the Customer notifies Swedavia of any delivery issues within this period.

3. Swedavia’s Provision of the Airport WebFIDS Service

The Service means that Swedavia provides the Customer with access to traffic information via a web-based platform in accordance with the Customer’s category (see Appendix 1). The information available to each customer category is specified in the Appendix “FIDS Content Specification”.

3.1 Provision and Use of the Service

The Customer gains access to traffic information by logging into one of Swedavia’s web-based platforms on the relevant device. The number of parallel sessions (i.e. the number of browser tabs or windows displayed simultaneously) is limited as specified in Appendix 1 of the Agreement, regardless of whether the sessions are displayed on one or several devices.

Traffic information is provided in formats agreed upon by the parties from time to time based on Swedavia’s standardized interfaces.

Traffic information is partly based on data reported by third parties (e.g. airlines and ground handling service providers). Swedavia shall not be liable if the information is incomplete or incorrect due to circumstances beyond Swedavia’s control (e.g. failure of third parties to report information correctly).

The compiled traffic information provided under the Agreement is and remains the property of Swedavia. The Customer is granted no rights other than to make the information available on devices to persons who require access for the performance of operational duties on behalf of the Customer.

Any other use, including resale or other commercialization of the information, requires Swedavia’s written consent. The traffic information is confidential and may not be disclosed to parties other than those mentioned above without Swedavia’s written approval. The Customer is responsible for ensuring that authorized persons do not further disclose the information to unauthorized parties.

Swedavia has the right to make temporary service interruptions for maintenance and servicing of the system.

3.2 Delivery Confirmation

Swedavia will send a delivery confirmation once the connection has been completed. The Service shall be deemed delivered five (5) business days after the confirmation has been sent, unless the Customer notifies Swedavia of any delivery issues within this period.

4. Service Hours

Service hours (“Service Hours”) are the hours during which troubleshooting and fault correction are performed. Service hours depend on the service level selected and are specified under “Service Levels” below.

5. Fault Reporting

The Customer may report faults 24 hours a day, 7 days a week, 365 days a year (24x7x365) by calling +46 770-111 538. Troubleshooting and fault correction are performed according to the agreed service level. Once the fault is resolved, a completion report is sent to the Customer and the fault report is closed. User support is not included in the Service.

6. Fault Resolution

If the Service cannot be used due to a fault, Swedavia shall, after fault notification by the Customer, remedy the fault and send a completion report. Fault resolution takes place during agreed Service Hours. At the Customer's request, fault resolution may also take place outside Service Hours, in which case Swedavia has the right to charge the Customer for documented labor costs. If a fault report concerns equipment not under Swedavia's responsibility, the Customer shall reimburse Swedavia for costs related to troubleshooting and fault handling.

7. Availability

7.1 Downtime

Downtime is the accumulated number of hours during Service Hours during which a fault report has remained open. Downtime forms the basis for any service credit as set out under the section "Service Credits" below.

The following shall not be considered Downtime:

- (i) Modifications and changes initiated and agreed with the Customer, where interruptions resulting therefrom have been communicated to the Customer.
- (ii) Faults that are a direct result of errors or defects in equipment provided by the Customer or applications not included in the Service, such as building networks or terminals.
- (iii) Faults arising as a result of actions or changes carried out by the Customer.
- (iv) Time elapsed after fault reporting during which Swedavia has attempted but failed to reach the Customer in order to carry out necessary measures. Swedavia shall be deemed to have attempted contact after two telephone calls and one e-mail.
- (v) Planned work agreed with the Customer or Planned Work pursuant to Section 12.
- (vi) Interruptions or defects that have not been reported by the Customer.
- (vii) Interruptions arising as a direct consequence of Force Majeure events as defined in "SWEDAVIA AB GENERAL TERMS AND CONDITIONS – TELECOM SERVICES".
- (viii) Faults arising as a result of negligence or misuse by the Customer and/or its end users. Where the Customer requests that Swedavia postpone fault remediation.

7.2 Availability

Availability ("Availability") is the time during which the Service is available to the Customer. Availability is measured per fixed twelve-month period ("Measurement Period") and is based on 8760 hours per year.

Availability formula:

$$\frac{8760 - (\text{total Downtime per year})}{8760}$$

8. Service Levels (SLA)

Availability guarantees vary depending on the agreed service level.

SLA	Service Hours	Fault Response	Availability
ARN	Weekdays 06:00–18:00; Sat 06:00–16:00; Sun/holidays 06:00–14:00	Within 2 timmar	99,0%

GOT	Weekdays 06:00–19:00; Sat 06:00–09:00; Sun/holidays 15:00–18:00	Within 2 timmar	99,0%
Others	Weekdays 07:30–16:00	Within 2 timmar	99,0%
WebFIDS	Weekdays 08:00–17:00	Within 2 timmar	99,0%

9. Service Credits

If the guaranteed Availability is not achieved, the Customer shall be entitled to a reduction of the periodic fee as set out below, based on the actual Availability achieved during the Measurement Period.

Credit as % of the service fee	Availability
1% of annual fee	< 99,0%
3% of annual fee	< 98,0%
5% of annual fee	< 97,0%

Any service credit shall be calculated based on the customer connection or connections that have been affected.

Service credits under this section constitute the sole remedy for faults. The Customer shall therefore not be entitled to claim any other remedy for faults, such as damages. No service credits shall be granted if the fault is attributable to circumstances referred to under the sections "Use of Equipment", "Downtime", or "Planned Work".

However, subject to the limitations set out in the document "SWEDAVIA AB GENERAL TERMS AND CONDITIONS – TELECOM SERVICES", the Customer shall be entitled to compensation for damage caused through negligence by Swedavia or by any party for whom Swedavia is responsible.

If a claim for service credit is not submitted within a reasonable time, the Customer forfeits the right to make such a claim. A reasonable time shall be no later than two (2) months after the fault was reported, or after the damage was discovered or should have been discovered. Service credits shall not be granted for amounts below SEK 500.

If equipment has been connected to the Service in breach of the section "Use of Equipment", the Customer shall be liable for any damage resulting therefrom. This also applies to equipment approved under the section "Use of Equipment" which disrupts the traffic on the Service and which the Customer, despite being requested to do so, has not immediately disconnected. The Customer shall, however, be exempt from liability if it can be demonstrated that the Customer has not acted negligently.

10. Fees

Fees shall be charged in accordance with Swedavia's price list for the Service as applicable from time to time, unless otherwise specifically agreed. Fees for the Service may consist of fixed fees, variable fees, and any applicable one-off fees.

In cases where the Customer postpones an already agreed delivery date and this results in increased costs for Swedavia that are directly attributable to the Customer's installation, Swedavia shall be entitled to charge such additional costs to the Customer as a one-off fee.

Swedavia also reserves the right to increase fees for the Service one (1) month after having notified the Customer thereof in writing. Fee reductions do not need to be notified in advance.

All fees are stated exclusive of value-added tax (VAT).

11. Contract Term

Unless otherwise agreed in writing, the Agreement applies for 36 months from service commencement and thereafter until terminated with 90 days' written notice.

12. Planned Work

The Customer shall be informed in writing by Airport Information ("AI"), fax or e-mail, and with as much advance notice as possible, of planned work necessitated by technical, maintenance or operational reasons that affects the availability of the Service.

Notwithstanding the above, the Customer shall be deemed to have received notification via AI on the date such AI is published on Swedavia's extranet, <https://www.swedavia.net>.

Planned work shall be carried out promptly and in such a manner that disruptions are limited as far as possible.

For each instance of planned work, a schedule for service interruptions shall be provided. Interruption time exceeding the time specified in the schedule shall be considered Downtime.

13. Suspension of the Service

Swedavia may temporarily suspend the Service if the Customer fails to fulfill its obligations under the section "Swedavia's Provision of the Service".

14. Customer Responsibilities in Relation to the SLA

Before reporting a fault to Swedavia, the Customer shall perform troubleshooting in order to determine that the experienced problems are network-related and not caused by the Customer's own applications or equipment.

If the Customer is unable to determine the cause, or whether the problem is network-related, the Customer shall provide Swedavia with all necessary information and a detailed description when reporting the issue, including for example:

- Company name and Customer number
- The Customer's technical contact person and contact details (e-mail and telephone number)
- Date and time when the Service was last available
- A clear description of the problem
- Information regarding connection address/handover point
- Description of any changes carried out by the Customer that may have affected the Service

The Customer shall appoint a technical contact person authorized to report faults to Swedavia, receive status updates and completion reports, and assist Swedavia's technical personnel during fault resolution, remotely or on-site.

The Customer shall inform Swedavia if the fault has been resolved by anyone other than Swedavia's personnel or if the fault has been traced to other hardware. If the fault is caused by incorrect actions or negligence on the part of the Customer, or systems controlled by the Customer, the Customer shall inform Swedavia of the estimated time for fault resolution or when the Service is expected to be resumed.

The Customer shall inform Swedavia in advance of planned maintenance or other actions that may affect the Service.

If costs are incurred by Swedavia as a result of the Customer failing to fulfill the responsibilities described in this section, Swedavia shall be entitled to invoice the Customer for such costs.

15. Miscellaneous

Swedavia reserves the right to amend the content of, and agreements relating to, the Service Level Agreement (SLA). If such amendment constitutes an internal process change within Swedavia, it may be implemented without further action.

However, if the amendment affects the Customer's Service Level, the change shall be made in consultation between the parties.

Swedavia also reserves the right to shut down the Customer's Service in cases where the Customer's traffic negatively affects Swedavia's network and/or the Services of other Customers, for example as a result of DDoS (Distributed Denial of Service) attacks or similar events.

In addition to these limitations of liability, the document "SWEDAVIA AB GENERAL TERMS AND CONDITIONS – TELECOM SERVICES" shall apply, unless otherwise agreed and specified above.