

## Appendix 2

### **SWEDAVIA AB - SERVICE SPECIFIC TERMS AND CONDITIONS – FIBER CONNECTION**

Version 2026-04-24

#### **1. Introduction**

These service specific terms and conditions apply when Swedavia AB ("Swedavia") provide the service Fiberförbindelse ("Service"). The service is delivered according to the terms below and pursuant to the contract to which conditions are attached ("the Agreement"). Definitions of these terms shall have the same meaning assigned to it in the Agreement. Swedavia's counterpart in the agreement will be referred to as "The Client".

#### **2. Delivery of the Service by Swedavia**

Delivery and installation of the service is done by Swedavia to a handover point ("HP") as close as possible to the access point ("AP") at the customer premises where the customer wishes to use the service. Distribution network between the HP and the AP is not included in the Service agreement. In cases where there is available distribution network between HP and AP cross coupling is included. Unless otherwise agreed in writing, the Client is responsible for all installation of cables or conduits in the room where the connection point is located as required for connection to the Service, and any other possible installation of cables and conduits between the Access point and Handover point. In cases where the service's delivery point is within Swedavia technology areas the regulations in the "Airport Telecom's service-specific terms - Assignment of Space Technology" applies. The Client is responsible for all other equipment required for use of the Service, for example, modems etc. and for all costs associated herewith. In the event a special permit from the government or another agency is required, to be able to install the necessary equipment for connecting the Service to ATs network, Swedavia reserves the right to demand that the Client procure such permission at own expense. In order to connect to the Service it is occasionally necessary to install equipment at or adjacent to AP or ÖP outside of the Swedavia premises ("Client based equipment"). Swedavia is responsible for the installation of such equipment which in these circumstances forms part of the Service. Client based equipment constitutes the property of Swedavia, unless otherwise agreed. Client based equipment may not be transferred, leased or by any other means removed from the Swedavia ownership, without prior written consent from Swedavia.

##### **2.1 The Use of equipment**

The Service may only be connected to such equipment that meets the prevailing rules under the applicable law and any instructions from Swedavia. The Client is responsible for their equipment used in connection to the Service. The Client shall provide upon request Swedavia opportunity to examine equipment connected to the Service if there is reasonable cause for an investigation because of disruptions in the service or a suspicion that he equipment have been used in breach of these terms and conditions. The Client is obliged to immediately disconnect any equipment that disrupts the Service. The connection to the Service may not be exercised in such a way that considerable inconvenience arises for Swedavia or third parties. The Client is not entitled to amend,

make changes in or additions to the Service without the approval from Swedavia. The Client is responsible for any loss of or damage

to Client based equipment unless the damage can be attributed to the Swedavia. The Client will be charged for cost of repair, replacement, removal and installation in the event of

such loss or damage, including actual expenses and labour costs with a 15 % surcharge.

##### **2.2 Delivery confirmation**

Swedavia will send a delivery confirmation after the connection. The Service is deemed as delivered five (5) working days after the delivery confirmation has been sent, unless the Client reports any delivery issues to Swedavia within this timeframe.

##### **2.3 Disclaimer**

During the use of the Service, Swedavia is not responsible for:

- (i) the functionality or content of any website or service that can be accessed by the Client via the Service
- (ii) any damage caused by the content of information that is distributed via the use of the Service
- (iii) any damage caused by computer virus, intrusions or equivalent
- (iv) delay, corruption or loss of information
- (v) the handling, storage or delivery of card data according to PCI DSS (Payment Card Industry Data Security Standard) or any other standard of Card Data collection.

#### **3. Client obligations**

##### **3.1 Permits**

In the event that a special permit is needed from a landlord, government agency or other party in order to install necessary equipment for the procurement of the Service, Swedavia has the right to demand that the Client should procure such permits at own expense. In the event of placement of client equipment at the Swedavia technical storage area, a specific pricelist and terms and conditions apply. Swedavia exercises no control over the information the customer has access to as a result of the use of the Service. The Client is not entitled to provide Internet (Internet cafe, hotspot, etc) to the public, without written permission from Swedavia.

##### **3.2 Inappropriate use of the Service**

The Client has the responsibility to ensure that the Service is used in compliance with applicable laws, and follow general moral and ethical accepted behaviours regarding internet and email usage. Swedavia has the right to suspend or restrict the Client's access to or use of the Service if this is used for inappropriate, offensive or illegal conduct.

#### **4. Service time**

The Service time ("Service time") is the time frame for error notification, including the time taken for troubleshooting and rectification of errors. The Service time depend on the chosen service level of the Service; see details under the heading

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"Service level" below. Unless otherwise agreed, the service level Basic is valid.

### 5. Error notification

Error notification can be made during the Service time. Error notification shall be made by phone: 0770-111 538. Troubleshooting of the Service occur according to agreed service level. If necessary, error rectification on site will take place by qualified personnel. As soon as the issue is resolved, a report will be sent to the relevant parties. User support is not included in the Service.

### 6. Error rectification

If problems occur during the use of the Service caused by an error in the Service, it is Swedavia's responsibility to rectify the issue according to the Client's error reporting. After the error rectification, a notification that the issue is resolved will be sent out. Error rectification will take place during the agreed Service time. At the Client's request, error rectification can take place outside of the agreed Service time, whereby Swedavia has the right to charge the Client for specified labour cost. Any error reporting where the fault is not deemed to be due to equipment for which Swedavia is responsible, a surcharge will apply to cover Swedavia's costs regarding the error reporting and troubleshooting, payable by the Client.

### 7. Accessibility

#### 7.1 Unavailable time

"Unavailable time" is time when the Service is inaccessible due to an error ("Unavailable time"). Unavailable time provides the basis for the possible granting of a service credit according to the paragraph "Service credit" below. Measurement of unavailable time begins with an error reporting from the customer and ends when the completed report was sent from Swedavia.

These errors do not constitute "Unavailable time" due to the following factors:

- (i) Modifications and changes initiated and agreed with the Client and where disruption as a consequence of this has been communicated to the Client.
- (ii) Errors that are a direct result of errors or defects in the equipment provided by the Client.
- (iii) Faults due to that Swedavia has been denied access despite a request being made, to the Client based equipment, installed by the provider, for standard maintenance, service or error rectification.
- (iv) Time elapsed after the error reporting when Swedavia sought but not made contact with the Client in order to perform necessary actions. Swedavia is deemed to have contacted the Client after two telephone calls and one email.
- (v) Scope of work agreed with the Client.
- (vi) Interruptions or errors not reported by the Client.
- (vii) Interruption arising as a direct result of an event specified in "Swedavia AB CONDITIONS - BUSINESS" p. 8, 3st (Force Majeure).

#### 7.2 Accessibility

Accessibility ("Accessibility") is the time when the Service is available to the Client. Accessibility is calculated per fixed period of twelve months ("Measurement Period"). A Measurement period begins when installation is complete or from the signing of new contracts for existing connections. The accessibility is based on 365 days per year with 24 hours per day, thus a total of 8760 hours. Accessibility is calculated using the following formula:

$$8,760 - (\text{Unavailable Hours per year})$$

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$$8,760$$

### 8. Service level

The guaranteed client availability will vary depending on the agreed Service level. Swedavia offers the following Service level:

Service hours			Start troubleshooting	Availability
Bronze	Weekdays	08:00-17:00	Within 6 hours	99,90%
Silver	Every day	00:00-24:00	Within 4 hours	99,90%
Gold	Every day	00:00-24:00	Within 2 hours	99,90%

The standard Swedavia service level is Bronze SLA

### 9. Monitoring

Swedavia's passive network infrastructure is not monitored.

### 10. Service credit

If guaranteed Availability is not achieved the Client is entitled to a reduction of the periodic costs as described below, based on achieved Availability during the Measurement Period.

Credit as a % of fee for the service	BRONZE	SILVER	GOLD
	Availability	Availability	Availability
1% of annual fee	< 99,90%	< 99,00%	< 99,00%
3% of annual fee	< 99,85%	< 98,90%	< 98,90%
5% of annual fee	< 99,80%	< 98,80%	< 98,80%

Any credit is calculated based on the number of customer connections affected.

Credit under this paragraph constitutes the only penalty for failure. The customer is not entitled to claim any other compensation for example, damages. Credit is not payable if the failure is due to circumstances stated in paragraph "use of equipment", "unavailable Time" or "Planned Work". The Client is however entitled to compensation for any damage caused by negligence by Swedavia or any other party for whom Swedavia is responsible. Restrictions as described in the document

"SWEDAVIA AB ALLMÄNNA VILLKOR – FÖRETAG", apply. If an application for crediting is not made within a reasonable time frame, the Client will lose the right to claim. A reasonable

time frame is no longer than two months after the error has been reported or after the damage has been detected or should have been detected. Credit will not be made for amounts below 500 SEK.

If equipment has been connected to the Service in contravention of paragraph "Using the equipment," the Client is liable for any consequential damages. This is also in accordance with paragraph "use of equipment" approved equipment that disrupts traffic on the Service and if the Client despite requests do not immediately disconnect the equipment. The Client, however, is free from liability if he can prove that he has not been negligent.

#### **11. Charges**

Fees are payable according to the Swedavia current price list for the Service unless otherwise agreed. Fees for service may consist of fixed fees, variable fees and the occasional one-off fee. In cases where the Customer advances already agreed delivery time, and this leads to increased costs for Swedavia's part, which are directly attributable to the Client, Swedavia is entitled to the remuneration of these costs as a one-off fee payable by the Client. Swedavia also reserves the right to increase fees for the Service, giving the Client one (1) months' notice in writing. Fee reduction need not be notified. All fees are stated excluding VAT.

#### **12. Term of agreement**

Unless otherwise agreed in writing, the agreement is valid for 36 months from the last connection of the Service has been made, and thereafter until further notice with 30 days mutual notice of termination. The notice of termination must be in writing.

#### **13. Planned work**

The Client shall through Airport Information ("AI"), fax or email writing and with as good foresight as possible be made aware of planned work necessary for technical, maintenance or operational reasons, which will affect service availability. Customer shall, regardless of the above, be deemed to have taken note of the AI on the day AI is posted on the Swedavia extranet, [HYPERLINK "http://www.swedavia.net"](http://www.swedavia.net) www.swedavia.net. Planned work shall be carried out expeditiously and in such a way that interference is limited. Each planned work is given a schedule detailing the disruption in service. Disruption time beyond that indicated in the schedule is counted as Unavailable time.

#### **14. Termination of Service**

Swedavia may permanently suspend the Service if the Client has breached obligations stated in the paragraph "Swedavia delivery of service", or if equipment has been connected in contravention of the paragraph "Use of equipment".