

GENERAL TERMS AND CONDITIONS

CONNECTION TO IX/PTP

These General Terms and Conditions shall apply to the Netnod Connection Agreement for IX and if relevant PTP, between Netnod Internet Exchange i Sverige AB ("Netnod") and Customer, and to any appendices attached thereto, or incorporated by reference therein (jointly the "Netnod IX/PTP Agreement").

1. Introduction

- 1.1. Netnod provides neutral Internet exchange points in Sweden and in Denmark. Connection to the Internet exchange points operated by Netnod is offered only to Internet Customers with their own AS-number registered with one of the Regional Internet Registries.
- 1.2. Netnod further operates Network Time Protocol (NTP) servers which distributes the Swedish national time scale. Netnod provides connection to the PTP Grandmaster in cooperation with Post- och Telestyrelsen.

2. Services

Netnod shall use commercially reasonable efforts to provide the connection between Netnod's Internet exchange point and if relevant the PTP Grandmaster service and the Customer in accordance with the IX Connection Agreement and/or the PTP Connection Agreement, separately and jointly referred to as the "Service" herein.

3. Technical Specification

- 3.1. The technical specification for the exchange point and the Service is determined by Netnod and may be modified by Netnod from time to time. Any such modification of the specification is deemed notified to the Customer when published on <https://www.netnod.se/ix/netnod-ix-technical-information> (the "Website").
- 3.2. In the event a modification of the specification will, in Netnod's sole opinion, have essential effect on the connection(s), Netnod shall notify the Customer not later than three (3) months prior to the implementation of such

specification. Netnod shall however always be entitled to make modifications without prior notifications in order to prevent disruptions of the Service.

4. Customer's Obligations

- 4.1. The Customer shall comply with all technical specifications as published on Netnod's Website from time to time, and may only connect equipment that complies with the technical specifications.
- 4.2. The Customer shall cooperate as needed in the event of fault isolation and restoration.
- 4.3. The Customer shall allow Netnod or its sub-contractors access to its premises to the extent required to enable Netnod's delivery of the Service. The Customer is solely responsible for ensuring delivery of electricity and/or cooling to the premises where Customer is connected to the Internet exchange point.
- 4.4. The Customer shall monitor its equipment and the connection(s) so that disruptions do not occur in the Service provided to the Customer or any other Customer. In order to avoid disruptions, the Customer shall immediately disconnect disrupting equipment and notify Netnod.

5. Fees and Payments

- 5.1. The Customer shall pay fees for the connection(s) from the date of delivery as set forth in the Netnod IX/PTP Connection Agreement, including costs for work undertaken by Netnod's sub-contractors in relation to the connection, all in accordance with the price list applicable from time to time, as published on <https://www.netnod.se/ix/netnod-ix-pricing>.
- 5.2. The fees shall be paid quarterly in advance against invoice within thirty (30) days from the date of the invoice. For any overdue payments, penalty interest shall apply according to the Swedish Interest Act (1975:635).
- 5.3. All fees are stated exclusive of VAT. Netnod will charge VAT according to law except with regard to any Customer in the EU that has notified Netnod in writing of its registered VAT-number.

6. FAULT NOTIFICATION

- 6.1. Each party shall immediately notify the other party upon disruptions or problems with the Netnod system or connections. Fault reporting to Netnod shall be made to Netnod as stipulated on <http://www.netnod.se/fault-report>.
- 6.2. The Customer shall bear the cost for fault localisation, maintenance or repair work, which is requested by the Customer to the extent such work is unwarranted ("false alarm"). In the event the fault is caused by Netnod or a

third party, the Customer shall bear the cost for related work by Netnod only if the Customer has failed to make a thorough fault localisation.

7. Disruption of Service

- 7.1. Operation Disruption means that functions in the Service are completely lost in all connections between the Customer and Netnod. Scheduled maintenance shall not constitute Operation Disruption.
- 7.2. Operation Disruption shall entitle the Customer to compensation, provided i) that the Customer has a redundant connection(s), ii) Netnod has caused the Operation Disruption and iii) the Operation Disruption lasts longer than 8 consecutive hours. The Customer is entitled to 1/365 of the paid yearly fee for the disrupted Service (i.e. disrupted IX Connection and/or PTP Connection respectively) for every day the Operation Disruption lasts.
- 7.3. Provided the Customer makes a claim for compensation within 30 days from the end of the Operation Disruption, refunding shall be made by Netnod within 30 days from Netnod's reception of the claim.

8. Netnod's Equipment

- 8.1. If and to the extent equipment belonging to Netnod is located at the Customers premises due to the Agreement, the Customer shall keep the equipment safe and in such a manner that unauthorised persons do not have access.
- 8.2. Netnod shall have right of access to its equipment at any time.

9. Right to Disconnect

- 9.1. Netnod may disconnect the Customer until full payment is made following a sixty (60) day written notice, if the Customer has failed to pay an invoice by the due date.
- 9.2. Netnod may temporarily disconnect the Customer following a written notice to the e-mail address stated in the Netnod IX/PTP Connection Agreement if the Customer fails to respond without delay and/or does not promptly disconnect equipment which causes disruption in the Service or any other service provided by Netnod to any Customer.
- 9.3. Disconnection does not relieve the Customer from its obligation to pay the agreed fee(s) during the term of the Agreement.

10. Limitation of Liability

- 10.1. Neither party shall be liable to the other for lost profit, production standstill, reduced turnover, inability to fulfil obligations to third parties, or any other indirect or consequential damage.
- 10.2. To the full extent permitted by law, a party's liability to the other shall, regardless of reason, at all times be limited to an amount per incident corresponding to the fee for the agreed connection during the last 12 months before damage occurred.
- 10.3. Notwithstanding any other provisions herein, Netnod is not in any event liable to the Customer for disruptions caused by another Customer within Netnod's system.
- 10.4. Netnod is solely providing a technical service that enables Internet traffic to and from the Customer. Netnod is excluded from any and all liability resulting from the use of the Service by the Customer or any of the Customer's customers.
- 10.5. Any claim for compensation or damages due to this Agreement must be made within 90 days after the fault or damage occurred.

11. Indemnification

The Customer shall indemnify, defend and hold Netnod harmless from and against any and all costs, expenses, losses, damages and liabilities (including reasonable attorney's fees) incurred by Netnod in connection with any claim against Netnod on account of the Customer's use of the Services, any action or omission of any of the Customer's customers, or any content in the traffic to and from the Customers connection(s) to the Netnod Internet exchange point.

12. Force Majeure

If either party is prevented, hindered or delayed in the performance of any of its obligations hereunder due to any circumstances beyond its reasonable control, including without limitation war, strikes, revolutions, acts of terror, flooding, lightning, laws, unauthorized data access or governmental regulations, that party will be excused from any further performance of its obligations for the duration of the force majeure event, provided the party invoking such grounds for excuse of performance immediately notifies the other party in writing. A force majeure event shall excuse a party from full performance of its obligations at the agreed time and for such time thereafter as full performance must be postponed because of the force majeure event. If a ground for excuse of performance remains for more than a consecutive

period of two (2) months, either party may terminate the agreement with immediate effect without any liability towards the other party.

13. Updates to these Terms and Conditions

- 13.1. Netnod reserves the right to modify these terms and conditions during the Agreement period, provided Netnod notifies the Customer in writing not less than ninety (90) days prior to such adjustments taking effect. If the Customer does not accept the revised Terms and Conditions, the Customer may terminate the Agreement with immediate effect within two (2) months from notification. Any prepaid yearly fee will in that event be reimbursed in proportion to the number of days remaining of the prepaid term.
- 13.2. Where amendments to these Terms and Conditions are required as a result of changes in law, or binding decisions by governmental authorities, the parties shall make every effort to jointly agree on how to adapt the agreement in order to best adapt to new binding regulation.

14. Term and Termination

- 14.1. The term of this agreement shall be one (1) year from the date stated in the Netnod IX/PTP Connection Agreement (“the Initial Term”). If a party has not terminated the Agreement at least three (3) months prior to the expiration of the Initial Term, the Agreement shall be extended with one (1) year at a time, with a three (3) months mutual termination period. Termination shall be made in writing in order to be valid.
- 14.2. Where a party has committed a material breach of the Agreement and – provided the breach can be rectified - has not rectified such breach within thirty (30) days following receipt of a written request from the other party, the latter party has the right to immediately terminate the Agreement. A cause for disconnection as stated above under 9 is always a material breach, whether Netnod has disconnected the Customer or not.
- 14.3. A party may terminate the Agreement with immediate effect where the other party suspends payment, has commenced composition proceedings, has been placed into liquidation or bankruptcy or is otherwise insolvent.

15. Confidentiality

- 15.1. Each party undertakes to observe confidentiality with respect to any information received or obtained from the other party as a result of the Agreement. The parties shall protect information with the same degree of care with which they treat and protect their own proprietary information, but not less than reasonable care. A party shall at all times comply with the other party’s reasonable instructions for maintaining confidentiality.

- 15.2. Notwithstanding the above, Netnod may always disclose the Customer's administrative and technical contact to other Customers.
- 15.3. A party may always disclose confidential information if so required by a court of competent jurisdiction, or by another authority, to disclose the information according to mandatory law. The disclosing party shall without delay inform the other party of such disclosure.

16. Assignment of the Agreement

- 16.1. For the IX Connection, the following shall apply: A party may not assign its rights and obligations under this Agreement to another party without the prior written consent of the other Party. Such consent shall not be unreasonably withheld.
- 16.2. For the PTP Connection, the following shall apply: The PTP Connection provided as stated herein is solely for the benefit of the Customer. The Customer may not sell, lease, or in any other manner provide the traceable time and frequency received through the PTP Connection to an affiliate or a third party. The Customer may not assign the PTP Connection Agreement to any other party, without Netnod's prior written consent.

17. Amendment

Any amendment to this Agreement shall be made in writing and signed by authorized signatories in order to be valid.

18. Notice

- 18.1. Notice shall be deemed to be given in writing if sent to the other party's e-mail address as stated in the Netnod IX/PTP Connection Agreement or to the address later notified. Changes of e-mail address shall be notified to the other party without delay.
- 18.2. Notice shall be deemed to be given when sent by e-mail.

19. Governing Law and Disputes

- 19.1. This Agreement shall be governed by Swedish law, without regard to its conflict of laws rules.
- 19.2. Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC").

- 19.3. The Rules for Expedited Arbitrations shall apply where the amount in dispute does not exceed EUR 100,000. Where the amount in dispute exceeds EUR 100,000 the Arbitration Rules shall apply. The Arbitral Tribunal shall be composed of a sole arbitrator where the amount in dispute exceeds EUR 100,000 but not EUR 1,000,000. Where the amount in dispute exceeds EUR 1,000,000, the Arbitral Tribunal shall be composed of three arbitrators. The amount in dispute includes the claims made in the Request for Arbitration and any counterclaims made in the Answer to the Request for Arbitration.
- 19.4. The seat of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be English.
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