

## 1 Introduction

- 1.1 These terms and conditions apply when Bahnhof AB ("Bahnhof") provides a service to a company, organisation, or other legal entity ("Customer").
- 1.2 The service provided is specified in an agreement between Bahnhof and the Customer ("Agreement").
- 1.3 Conditions in the Agreement and its appendices take precedence over conditions in special and service-specific terms and conditions, which in turn take precedence over Bahnhof's General Terms and Conditions.
- 1.4 If Services are delivered to a private individual under the Agreement, Bahnhof's General and Special Terms and Conditions for Private Customers are to be applied for those Services.

## 2 Definitions

- 2.1 Property: Real estate property in the Agreement.
- 2.2 Residential Apartment: A private dwelling unit in a Property.
- 2.3 Customer Premises: Premises owned, leased, or occupied by the Customer, and where Bahnhof is to provide the Service.
- 2.4 End User: A private individual, business or other person who may use the Service.
- 2.5 Bahnhof's Network: The public communication networks owned or disposed of by Bahnhof.
- 2.6 Service: A service specified in the Agreement.
- 2.7 Property Network: A cable-based network within a Property intended for the supply of services to residential apartments and other premises, and includes the cable-based network connecting two or more buildings (sometimes known as an "Area Network").
- 2.8 Connection Point: The point at which the Property Network connects to the Bahnhof Network.
- 2.9 Delivery Point: The point where the fibre network owner connects to the Property.
- 2.10 The Customer's Equipment: Equipment owned, rented, or leased by the Customer.
- 2.11 Bahnhof's Equipment: Equipment owned, rented, or leased by Bahnhof.
- 2.12 Regular Service Hours: The regular opening hours of Bahnhof's Customer Service valid from time-to-time, as communicated on bahnhof.se.

## 3 Contract Period

- 3.1 The Contract Period for the Service is specified in the Agreement and is calculated from the delivery date of the Service. The delivery date is stated in the Agreement, or in the order confirmation from Bahnhof.
- 3.2 The notice period is three (3) months. After the end of the Contract Period, it is automatically extended on a rolling basis with three (3) months' notice period.
- 3.3 Termination of the Agreement must be in writing.

## 4 Bahnhof's Commitments and Obligations

- 4.1 Bahnhof is entitled to use subcontractors and is responsible for the work of the subcontractor as for its own work.
- 4.2 After signing the Agreement, Bahnhof shall examine the conditions for providing the Service. Bahnhof shall inform the Customer before the desired delivery date if the necessary conditions are not met and shall then be entitled to terminate the Agreement immediately without the right of either party to make any claim against the other party. The final delivery date may vary depending on the circumstances of the individual case.

## 5 The Customer's Commitments and Obligations

- 5.1 The Customer is responsible for any damage to, or theft of, Bahnhof's Equipment stored on the Customer's premises.

- 5.2 The Customer is responsible for ensuring that the necessary permits from authorities and third parties are in place with respect to the Customer's premises.
- 5.3 The Customer shall provide Bahnhof with access free of charge to the necessary space in the Customer's premises for the provision of Services, including electricity, heating, and cooling.
- 5.4 The Customer shall continuously provide Bahnhof with all information necessary for the delivery and troubleshooting of the Service.
- 5.5 The Customer is not entitled to use Bahnhof's name, trademark, or other distinctive sign in marketing or similar without Bahnhof's written consent.
- 5.6 The Customer may not resell or share the Service with other companies (e.g. commercial web host, ISP or telecom operator). Agreements for this must be signed separately and in the event of a breach of this, Bahnhof is entitled to renegotiate the Agreement.

## 6 The Customer's Equipment

- 6.1 The Customer's Equipment must comply with applicable legislation and instructions from Bahnhof. The Customer is responsible for any defects or deficiencies in The Customer's Equipment.
- 6.2 The Customer is responsible for protecting The Customer's Equipment and systems against unauthorised access.
- 6.3 Bahnhof has the right to disclose to third parties such information about The Customer's Equipment as is necessary for the delivery of the Services.

## 7 Bahnhof's Equipment

- 7.1 Equipment installed by Bahnhof on the Customer's premises constitutes Bahnhof's Equipment, and it is stored on the Customer's premises at the Customer's risk and expense.
- 7.2 Bahnhof's Equipment may only be used for the delivery of the Service, and may not be sold, pledged, transferred, rented, or otherwise taken out of the Customer's possession. The Customer may not interfere with, service, alter or otherwise modify Bahnhof's Equipment.
- 7.3 If Bahnhof's Equipment is lost or damaged because of an event for which the Customer is responsible, Bahnhof is entitled to compensation for the replacement of the equipment (new price) as well as compensation for work, e.g. repair, dismantling and installation, according to Bahnhof's price list valid from time-to-time.
- 7.4 Bahnhof cannot be held liable for defects in Bahnhof's Equipment to a greater extent than Bahnhof can claim against the manufacturer of the equipment.
- 7.5 The Customer is responsible for the provision of electricity to Bahnhof's Equipment on the Customer's premises, and Bahnhof is otherwise entitled to provide electricity itself or through a subcontractor at the Customer's expense.

## 8 Access

- 8.1 The Customer shall give Bahnhof access to the Customer's premises and equipment for the delivery and troubleshooting of the Service.
- 8.2 If the Customer does not grant access to Bahnhof despite a request, Bahnhof is entitled to charge a fee for additional work, suspend the Service, terminate the Agreement, and charge a fee for the remaining term of the Agreement.

## 9 Maintenance

- 9.1 Bahnhof carries out regular preventive maintenance measures. Such maintenance shall be carried out during weekends and outside Regular Service Hours where possible.
- 9.2 Bahnhof is to notify the Customer of planned maintenance on bahnhof.se, or via telephone, SMS, or e-mail. In the case of

maintenance that may cause significant inconvenience to the Customer, Bahnhof is to notify the Customer at least seven (7) days before.

## 10 Troubleshooting

- 10.1 A Fault is defined as an interruption or disruption that prevents the Customer from using the Service to a reasonable extent.
- 10.2 During Regular Service Hours, Bahnhof shall remedy faults for which Bahnhof is responsible at no cost to the Customer. Troubleshooting and fault rectification shall primarily take place remotely. Bahnhof is entitled to charge a fee outside Regular Service Hours in accordance with Bahnhof's tariff in force at the time.
- 10.3 In the event of faults for which Bahnhof is not responsible, Bahnhof is entitled to charge a fee for troubleshooting and fault rectification in accordance with Bahnhof's tariff applicable at the time. Such faults include, among others, faults caused by:
  - a. The negligence of the customer or subcontractor.
  - b. Equipment not approved by Bahnhof.
  - c. Failure to comply with instructions on the use of the Service.
  - d. Modification, repair or connection carried out by a third party.
- 10.4 Bahnhof shall notify the Customer by telephone, SMS, or e-mail when a fault has been rectified.
- 10.5 In the event of a major fault, Bahnhof shall inform the Customer on an ongoing basis via bahnhof.se, telephone, SMS, or e-mail. When a major fault has been rectified, Bahnhof shall, if the Customer so requests, report in writing the cause and the measures taken.

## 11 Guaranteed Availability and Service Level

- 11.1 The following service level applies to the Services:

Service level	Bronze / Standard
Guaranteed availability	99,8%
Fault report, e-mail	24/7 365
Fault report, phone, working days 8-17	Yes
Fault report, phone, 24/7 365	No
Response window	working days 8-17
Response time, working days 8-17	4h
Response time, other	-
Rectification time, average	8h

- 11.2 Unavailable time is measured for all faults reported by the Customer from the time the fault report is received by Bahnhof until Bahnhof has reported the fault as rectified, excluding faults due to planned maintenance or circumstances in paragraph 18.
- 11.3 Availability is calculated on an annual basis (365 days/24 hours) as follows:  
 $T_m = \text{Total measurement time (1 year)}$   
 $T_o = \text{Unavailable time}$      $T_{tot} = \text{Total time (1 year)}$   

$$\text{Availability (\%)} = 100 \times \frac{T_m - \sum T_o}{T_{tot}}$$
- 11.4 Availability calculation does not include:
  - a. Unavailable time due to planned maintenance works
  - b. Unavailability due to Customer's actions or equipment
  - c. Unavailable time caused by major faults beyond Bahnhof's control
- 11.5 If Bahnhof's commitment to availability is not fulfilled and this is due to Bahnhof, then Bahnhof shall pay a penalty to the Customer upon written request.
- 11.6 Penalty will be charged for each commenced tenth (10) percentage point deviation from the agreed guaranteed availability, (measured on an annual basis) at 5% of the Service's quarterly fee, excluding VAT. The maximum penalty amount for each twelve (12) month Contract Period is one (1) monthly fee

for the affected Service. Penalties will not be imposed or may be limited if the Customer is in breach of its obligations.

- 11.7 Bahnhof may pay penalties by crediting fees that occur closest after the right to a penalty is established. If the Customer does not request a penalty in writing within three (3) months after the Customer noticed or should have noticed the circumstances on which the penalty claim is based, the Customer loses its right to a penalty.
- 11.8 The Customer is not entitled to a penalty payment, price reduction or compensation for damage caused by circumstances beyond Bahnhof's control, and the consequences of which could not reasonably have been avoided or overcome, e.g. atmospheric or technical disturbances, damage caused to the Customer by third parties, industrial disputes (whether or not involving Bahnhof staff), lightning, power failure, pandemic, fire, explosion, war, riot, flood, severe weather, natural disaster, act or omission of government or others for which Bahnhof is not responsible. Bahnhof shall be released from the obligation to perform under the Agreement for the duration of such circumstance.
- 11.9 Bahnhof shall not be liable, and the Customer shall not be entitled to a penalty, price reduction or compensation for damages, for any lack of functionality in third party products or services that depend on the Service or equipment provided by Bahnhof.

## 12 Changes to the Service

- 12.1 Bahnhof has the right to change the scope and content of the Service in whole or in part due to changed circumstances that are beyond Bahnhof's control.
- 12.2 If reasonably possible, Bahnhof shall inform the Customer at least one month before the change takes effect by e-mail to the Customer or notice on bahnhof.se.
- 12.3 If the change is substantially disadvantageous to the Customer, the Customer has the right to terminate the Service in writing within one month of the notification of the change. If the Customer does not terminate the Service within one month, the Customer is to be considered as having accepted the change.

## 13 Fees, Billing, and Payment

- 13.1 The Customer is to pay the agreed fee for the Service, additional services, and hardware in accordance with the Agreement or Bahnhof's price list valid from time-to-time. The applicable price list is available from Bahnhof's Customer Service. The fee may consist of a variable fee, fixed fee, one-time fee, billing fee and/or start-up fee.
- 13.2 In addition to the fee, the Customer shall pay VAT and other public charges.
- 13.3 Invoicing is done quarterly in advance.
- 13.4 The Customer shall pay the invoice within twenty (20) days of the invoice date.
- 13.5 If the Customer has not objected to the invoice within eight (8) days of the invoice date, the Customer shall be deemed to have accepted the invoice.
- 13.6 If the Customer fails to make payment by the due date, Bahnhof is entitled to compensation for payment reminders and collection costs as well as interest on arrears at two percent per month on the overdue and unpaid amount. If, despite reminders and suspension of the Service, the Customer does not pay the overdue invoice, any other remuneration for the Service that has not yet been invoiced shall be deemed due for immediate payment.
- 13.7 Billing for Services shall commence at the time agreed by the Parties in the Agreement or on any other agreed delivery date or, if delivery is delayed for reasons solely attributable to Bahnhof, from the actual delivery date.
- 13.8 During the term of the Agreement, Bahnhof is entitled to request advance payment or that the Customer provide security for the

performance of the Agreement if this appears justified because of a credit check. Interest is not charged on advance payments. Bahnhof shall also be entitled to draw from the amount of the advance payment as security amounts corresponding to its outstanding claims, including the costs in clause 13.6.

- 13.9 Changes in charges must be notified at least 30 days in advance. However, Bahnhof has the right to increase the fee with immediate effect if the increase is directly attributable to a change in exchange rate, tax or similar government levy, a significant index-linked annual cost increase, a change in the fee from a subcontractor (e.g. for electricity), as well as in the event of any other similar circumstance beyond Bahnhof's control which affects Bahnhof's cost for the Service.
- 13.10 In the event of late payment, Bahnhof is entitled to charge interest on the late amount, a reminder fee and collection costs in accordance with clause 13.6. If the Customer does not pay the overdue invoice despite a reminder, Bahnhof is entitled to suspend the Service with immediate effect, terminate the Agreement and charge the full fee for the remaining Contract Period. If the Service is put back into use after suspension, Bahnhof is entitled to charge the Customer an administrative fee for this.

#### 14 Transfer of Rights or Obligations

- 14.1 The Customer is not entitled to transfer the Agreement or assign the use of the Service to a third party without the written consent of Bahnhof.
- 14.2 Bahnhof is entitled to transfer its rights and obligations under this Agreement in connection with a merger, restructuring of the Bahnhof Group or transfer of all or part of the business.

#### 15 Early Termination

- 15.1 Each Party has the right to terminate the Agreement with immediate effect if the other Party suspends payments, initiates liquidation proceedings, enters composition, is declared bankrupt or is otherwise presumed to be insolvent.
- 15.2 Each Party has the right to terminate the Agreement with immediate effect if the other Party has committed a material breach of the Agreement which has not been remedied within ten (10) working days of the written request.
- 15.3 Termination pursuant to paragraphs 15.1 and 15.2 shall be in writing and Bahnhof shall then be entitled to final invoicing for the remaining term of the Agreement.

#### 16 Improper Use and Suspension of the Service

- 16.1 The Customer shall take reasonable steps to ensure that the Service is not subject to improper use. Misuse means:
- Use contrary to Swedish law.
  - Dissemination of information that can reasonably be deemed to be unlawful or that is done with the aim of committing unlawful acts, to incite or enable another to commit unlawful acts.
  - Mass calls or unsolicited mass mailings (so-called spamming) that cause interference with the Bahnhof network or the Service.
  - Knowingly engaging in activity that causes disruption to the Service (e.g. distributed denial of service) for the Customer at Bahnhof or third parties, whether connected to Bahnhof's network or the network of another operator.
  - Irresponsible dissemination of personal data.
  - Unauthorised access to information, networks or systems belonging to Bahnhof, or other actions that cause considerable inconvenience to Bahnhof, Bahnhof's systems or Bahnhof's customers.
- 16.2 Bahnhof has the right to suspend the Service in whole or in part if the Customer fails to comply with its obligations under clause 16.1 or the Agreement in general. If the Customer does not take

immediate remedial action despite a reminder, Bahnhof is entitled to terminate the Agreement with immediate effect and is then entitled to charge a fee for the remaining Contract Period.

- 16.3 The Customer shall indemnify Bahnhof for all other damages, including costs resulting from claims by third parties against Bahnhof due to the Customer's breach of clause 16.1.

#### 17 Damages

- 17.1 Any liability of Bahnhof shall not extend to indirect loss, consequential loss (including loss of production and income, loss of data and damage to other people's property) or damage which could not reasonably have been foreseen by Bahnhof.
- 17.2 Bahnhof is liable for any additional costs, loss or damage resulting from a person or entity corrupting, exploiting, or destroying information through unauthorized access to the Client's system.
- 17.3 In any event, Bahnhof's liability to the Customer is limited to a total maximum of SEK 10,000 per 12-month period during the term of the Agreement.

#### 18 Force Majeure

- 18.1 Either Party is not obliged to compensate for damage or fulfil an obligation under the Agreement if the damage or failure is due to a circumstance beyond the Party's control, of the kind referred to in paragraph 18.2 and the circumstance prevents, considerably impedes, or delays the fulfilment of such obligation.
- 18.2 Exempting Circumstances shall include, but not be limited to, acts or omissions of public authorities, new or amended legislation, industrial disputes, blockades, war, riots, sabotage, extreme weather conditions, pandemics, lightning, fire, explosion, flood, natural disasters, accident or cable break caused by a third party, lightning, fire, governmental order or other public regulation, general shortage of transportation, goods, energy, and failure or delay in performance by a subcontractor due to such circumstance or any other similar circumstance. Other exempting circumstances shall include buried data or communications cable, major breakdown of suppliers supplying the public telecommunications network, urban fibre networks, national and international interconnection points linking Internet operators.
- 18.3 Either Party that requests relief under paragraph 18.2 is to promptly notify the other Party. The exemption shall be valid for as long as the Exempting Circumstance prevents performance, up to a maximum of three (3) months. Thereafter, either Party shall have the right to withdraw from the Agreement without any penalty being imposed by the other Party.

#### 19 Processing of Personal Data

- 19.1 The Customer shall, at the request of Bahnhof, provide End User data necessary for the provision of the Service.
- 19.2 For information on how we handle personal data, please refer to our privacy policy available at [bahnhof.se](http://bahnhof.se)

#### 20 Privacy

- 20.1 Confidential information means information (technical, commercial, or otherwise) that can reasonably be considered to be confidential in nature, except for:
- Information that is in the public domain
  - Information which the Party can demonstrate that the Party has known about before
  - Information which the Party obtains from a third party without being bound by any obligation of confidentiality in relation to that third party.
- 20.2 Both Parties undertake not to disclose confidential information to third parties.
- 20.3 Either Party may disclose Confidential Information to employees and subcontractors who need access to the information to perform the Agreement and shall be responsible for their compliance with the provisions of the Agreement.

20.4 Bahnhof may disclose Confidential Information to another company within the Bahnhof Group.

### **21 Changes in these Conditions**

- 21.1 These General Terms and Conditions apply until further notice. Bahnhof has the right to amend the General Terms and Conditions and such amendments shall enter into force one month after the amendment has been made publicly available on bahnhof.se.
- 21.2 If the amendment is to the substantial disadvantage of the customer, the customer has the right to terminate the Agreement with effect from the entry into force of the amendment. The termination must be in writing and must be made at the latest within one month of the customer being informed of the change. If the Customer does not terminate the Agreement within the specified period, the Customer shall be deemed to have accepted the change.
- 21.3 Oral agreements must be confirmed in writing by Bahnhof.

### **22 Applicable Law and Disputes**

- 22.1 Interpretation and application of the Agreement shall be in accordance with Swedish law.
- 22.2 Disputes concerning the interpretation or application of the Agreement, these General Terms and Conditions and other contractual terms and conditions shall be settled by a general court with Stockholm District Court as the first instance.