



STHIX GENERAL TERMS AND CONDITIONS

DEFINITIONS

For the purpose of these STHIX General Terms and Conditions, the following terms shall have the following meanings:

STHIX: Stockholm Internet eXchange AB, having its registered office in Stockholm, Sweden;

STHIX Connection Contract¹: the contract between Customer and STHIX, providing for Customer’s connection to the STHIX Interconnection Platform, including any attachments thereto and including these STHIX General Terms and Conditions;

STHIX Interconnection Platform: the STHIX Interconnection Platform, which facilitates peering and IP traffic exchange between parties connected to STHIX;

STHIX IP-address: one or more IP-addresses, received by Customer for its own router per connection Customer has applied for, out of a dedicated address range reserved for the STHIX Interconnection Platform, which shall not be advertised to any other party in BGP;

STHIX General Terms and Conditions: general terms and conditions, governing Customer’s connection to the STHIX Interconnection Platform;

Co-location: any physical location in which the STHIX Interconnection Platform is present;

Connection: the physical connection of the router of Customer (directly or via a third party network) to the STHIX Interconnection Platform;

Customer: the party who has obtained connection to the STHIX Interconnection Platform through a STHIX Connection Contract;

Customer equipment: any equipment either belonging to the Customer or leased to the Customer by any third party;

¹ Previously known as STHIX Connection Agreement

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APPLICABILITY

These STHIX General Terms and Conditions shall apply to all offers, agreements, contracts or other legal relationships pursuant to which STHIX is providing, or offering to provide, a connection to the STHIX Interconnection Platform and/or related services or goods of whatever nature to the Customer, in particular the STHIX Connection Contract. Amendments or supplements to the STHIX Connection Contract are valid only if agreed in writing, signed by both parties. In the absence of written agreement to the contrary between the parties, STHIX rejects the applicability of all general conditions other than its own.

OBLIGATIONS

STHIX will make and keep the Connection available to Customer, and Customer agrees to pay the price therefore, under the terms of the STHIX Connection Contract. The obligations and responsibilities of STHIX with regard to the Connection will not apply beyond the Service Demarcation point.

Customer is responsible for arranging cross-connects between its equipment or that of a used third party transport network and the designated STHIX Interconnection Platform termination point (patch panel) in the co-location of choice. A designated third party assigned by Customer may carry out this responsibility.

These STHIX General Terms and Conditions or the STHIX Connection Contract does not cover peering arrangements. The Customer is responsible for the negotiation, conclusion and implementation of peering arrangements with other users of the STHIX Interconnection Platform.

Customer and STHIX respectively shall appoint;

- a) An Administrative Contact Person, a duly Authorized customer signatory
- b) A Technical Contact Person responsible for the administration of the devices connected to the STHIX Interconnection Platform
- c) A Network Operations Contact (NOC), which can deal with operational and emergency matters relating to the Connection. Customer warrants that the NOC can be reached through one point of contact via e-mail or phone.

The Customer and STHIX respectively are obliged to keep the contact information under this article up to date.

The Customer equipment is and shall remain at all times the sole property of the Customer. Any and all proprietary software, logs, network traffic, operating systems and other software placed on the Customer equipment are the property of the Customer. STHIX shall perform such acts, execute such documents and provide any notices reasonably requested by the Customer that may be necessary or desirable (a) to evidence Customer's ownership of the Customer equipment and any other rights or property of the Customer, (b) to protect the Customer equipment from claims, liens or other rights of creditors of STHIX and its affiliates. STHIX represents and warrants to the Customer that there are no existing liens on the contents of the STHIX facility that could attach to or otherwise be placed on the Customer equipment. STHIX will not (a) open, modify, relocate or interfere with any

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Customer equipment; (b) interfere with any network usage of the Customer unless Customer network usage has an adverse impact on the operation of the STHIX Interconnection Platform according to the definition in the article "Use and Limitations" and solely on conditions and only after fulfilling requirements specified therein; (c) attempt to interface or interoperate the Customer equipment with any other hardware or software; (d) operate switch toggles on the Customer equipment including power; (e) reconfigure cabling or disconnect any Customer equipment beyond the connection of Customer on the STHIX Interconnection Platform; (f) read, copy, reverse engineer, reverse compile, modify, access or remove, any software, logs, network traffic, operating system on the Customer equipment or permit any party to do so; or (g) take any action or omit to take any action that would or would have the effect of: (i) creating or allowing any liens that could attach to or otherwise be placed on the Customer equipment, (ii) utilizing the Customer equipment in a manner that implies STHIX's or any other party's ownership of the Customer equipment or (iii) pledging or granting a security interest in the Customer equipment.

RATES AND PAYMENT

Customer agrees to pay the price for the Connection or other services rendered as specified in the STHIX Price List (including additional future order-forms) or as otherwise agreed in writing with STHIX.

The price shall be periodically invoiced to Customer. Payment must be made within 30 days of the Customer's receipt of the invoice or as otherwise agreed between Customer and STHIX in STHIX Connection Contract. STHIX shall invoice the Customer for all amounts owed to STHIX within one hundred and twenty (120) days of the Customer incurring such amounts, and STHIX hereby waives all rights to payment for any such amounts not invoiced within such one hundred and twenty (120) day period.

Invoices shall be sent in the first month of every quarter concerned for services listed by monthly price in accordance with the STHIX Connection Contract or as otherwise agreed in writing between Customer and STHIX in the STHIX Connection Contract.

Invoices shall be sent in the first month of every calendar year for services listed by annual price in accordance with the STHIX Connection Contract or as otherwise agreed in writing between Customer and STHIX in the STHIX Connection Contract.

Invoices shall be sent within 30 days for services with one time cost (OTC), such as specified start-up cost.

STHIX shall periodically re-assess and re-establish the price of the Connection. Upward price changes shall be made public at least three (3) months prior to a change by way of sending written notice to the Customer. Such a written notice shall be delivered to the Customer at least 3 months before the effective date of such price change. Downward price-changes may be applied instantly. Customer may terminate the STHIX Connection Contract with no further liability with immediate effect by sending a termination notice, if STHIX increases the price of the Connection.

The Parties hereby agree that for the period during which STHIX Interconnection Platform and/or Co-location and/or Connection were not available to the Customer due to an omission or failure on the part of STHIX or STHIX

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employees, agents, subcontractors or other third parties used by STHIX to perform obligations set forth by the STHIX Connection Contract, then the fee due for the Co-location and/or the Connection that was not available shall not be due. In the case set forth above, the fee due for the billing period shall be calculated on a pro-rata basis.

TERM AND TERMINATION

The STHIX Connection Contract shall come into force on the date of its signing by both parties and shall remain in force until the end of the calendar year, after which it is extended automatically for the next calendar year unless terminated by either party giving three-month' notice in writing prior to the end of the year.

Notice to STHIX shall be deemed to be valid if sent by e-mail, sent by regular or certified mail to the current STHIX postal address, which is received by contacting STHIX staff by e-mail, or served in person.

Notice to Customer shall be deemed to be valid if sent by e-mail, sent by certified mail to the Customer's address on the STHIX Connection Contract, served in person or as otherwise agreed in writing between Customer and STHIX. If limitations apply to which methods Customer can be notified - this is specified in the STHIX Connection Contract.

Notice shall be deemed to have been given when:

- in case of e-mail, when e-mail is sent provided recipient receipt is sent and received by involved parties; an automated response to a notice sent by e-mail that the e-mail has not reached the intended recipient, or that the recipient is out of the office or some other error message received by the serving party in response to a notice sent by e-mail is sufficient to deem that the e-mail notice has not been received and shall invalidate the service of any e-mail notice
- in case of served in person, at the time of service
- in case of regular mail, at the latest 14 days after date of mailing
- in case of certified mail, when received by the recipient

Each of the parties is at any time entitled to terminate the STHIX Connection Contract by means of a written notice to the other party:

- If the other party, after an appropriate written default notice and the lapse of at least thirty (30) days for remedy, is in material breach with one or more of its obligations;
- If the other party is dissolved, has stopped its activities, is declared bankrupt or applies for a general suspension of payments.

Any termination is effective only for the future and entails no obligation for the parties to return or refund any benefits received until the moment of termination. Upon termination of the STHIX Connection Contract STHIX will immediately terminate the availability for Customer of the STHIX IP-address(es) Customer was assigned under the contract.

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USE AND LIMITATIONS

Customer is entitled to use the Connection for its normal business purposes. Customer's rights under the STHIX Connection Contract are non-exclusive. Other than to its affiliates or successor in interest, either Party is not entitled to assign and/or sublicense any of its rights under the STHIX Connection Contract, or make the Connection available, to any third party unless it has signed an agreement or other type of contract with STHIX, which allows it to do so. Affiliate shall be any entity controlling or controlled by or under common control with a party, where "control" is defined as the ownership of more than 50% of the equity or other voting interests of such entity.

STHIX is not obliged to make or keep the Connection available for Customer if:

- no valid STHIX Connection Contract exists between the parties;
- Customer does not have at its disposal a Public Autonomous System Number (ASN), assigned by an official assigning Authority (i.e. RIPE, ARIN, etc.).
- Customer fails to pay the connection fee within 60 days from Customer's receipt of the invoice and after receipt of written notice and a thirty (30) day opportunity to cure the non-payment.

Customer agrees to exchange traffic through the STHIX Interconnection Platform only when there is a bilateral agreement to exchange traffic between Customer and each of the other Customers on the STHIX Interconnection Platform. Customer is responsible for monitoring its equipment to make sure disruptions do not occur in the STHIX Interconnection Platform.

STHIX shall provide all reasonable care, skill and diligence to ensure that the Connection functions in accordance with the operational and functional specifications in the Service Description (<http://www.sthix.net/services.php>) as established and adapted from time-to-time by STHIX.

Customer is responsible that its use of the Connection does not cause or is likely to cause any damage to the STHIX Interconnection Platform or to the normal operation, availability or functionality of the Connection and/or the Co-location or to the traffic exchanged. The Customer agrees to cooperate in order to implement reasonable measures that the Customer and STHIX may mutually agree to in order to prevent or repair such damage or harm or, in the alternative, to disconnect its Connection until such damage or harm no longer exists.

STHIX is entitled to suspend the Connection, in whole or in part, if:

- Customer is infringing information above under 'Use and Limitations' and Customer has not, after a written warning from STHIX and ineffective lapse of 30 days upon the receipt of such written warning, implemented adequate measures to prevent or repair or contest such infringement;
- Such is necessary for STHIX to comply with a statutory obligation or a judicial decision only after presenting such statutory obligation or judicial decision to the Customer and notification of such obligation or decision in advance unless prohibited from doing so by applicable law;
- Such is necessary in the view of STHIX for the operation of the STHIX Interconnection Platform or improvement of the quality of the STHIX Interconnection Platform or Connection or other services -

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including but not limited to maintenance works - only after notification of the above necessity and providing written justification of the same in advance (the above notification shall be delivered to the Customer not later than 7 days before implementing any suspension);

- Customer is in material breach of one or more of its essential obligations under the STHIX Connection Contract and Customer has not, after a written notice from STHIX and ineffective lapse of 30 days upon the receipt of such written notice, implemented adequate measures to prevent, repair or contest such infringement.

If STHIX suspends or discontinues the Connection for one of the above reasons, Customer may terminate the STHIX Connection Contract with immediate effect with no further obligation to pay any fees under the STHIX Connection Contract.

Service shall be installed within ninety (90) days of signing of STHIX Connection Contract (“Firm Commitment Date”). Customer may cancel the applicable Service, without liability to STHIX, in the event that STHIX fails to install such Service on or before the Firm Commitment Date. If the above case occurs, the Customer shall receive the full refund of all fees and charges paid for such Service. STHIX will deem that the service is in production and will commence billing thirty (30) days after STHIX has given notice through e-mail to Customer that the connection is ready to activate or the date STHIX defines the connection in production in consultation with Customer.

Neither Party shall be responsible for the following: (a) content of information and communications transmitted by the Customer or end users of the Customer using the Services; and (b) use and publication by Customer or end users of Customer of communications and/or information using the Services. Both Parties acknowledge and agree that STHIX and the Customer is only an intermediary for the transmission of third party information, that STHIX and the Customer play a passive role as a conduit of information for third parties, and that STHIX neither initiates the transmission of information, selects the receivers of the transmission, nor selects nor modifies the information contained in the transmission. Without prejudice to any of the foregoing, neither Party shall be responsible for any copyright infringement or for any intellectual property claims, defamation claims, claims of publication of obscene, indecent, offensive, violent or harassing material, and claims of infringement of data protection legislation, based upon (i) the content of any information transmitted by any end user of Customer or other third parties that are not under such Party’s control, or (ii) the use and/or publication of any and all communications or information transmitted by end users of Customer or other third parties that are not under such Party’s control, or (iii) the use of a Service by any of Customer’s end users, or (iv) any other event and/or circumstance similar or analogous to the foregoing. The limitations of liability in this paragraph do not apply if any of the acts, claims, or liability were caused by the Customer or STHIX respectively.

Liability is limited according to the paragraph “Liability” in STHIX General Terms and Conditions.

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LIABILITY

Each party shall indemnify, defend and hold the other harmless from any and all third party claims, actions, losses, damages, costs and expenses suffered by the other party as a result of the indemnifying party's intentional misconduct or breach of confidentiality obligations.

Except for each Party's liability arising out of its indemnification and confidentiality obligations and to the fullest extent permissible by applicable law, Parties will not be liable towards one another for compensation of indirect, special, incidental, punitive or consequential damage, including lost profits and damage consisting of or resulting from loss of data or information.

Except for each party's liability arising out of its indemnification and confidentiality obligations and to the fullest extent permissible by applicable law, any liability of the Parties towards one another for compensation of damages resulting from performance or non-performance of the STHIX Connection Contract is at all times limited to the total amount of fees paid by Customer to STHIX under that contract over the three (3) months, preceding the event (or, in case of a series of events: the occurrence of the first events of such a series) that caused such damages.

STHIX is not liable for any damages during maintenance works, which has been communicated by STHIX with 1 day's written notice, unless caused by STHIX's negligence or willful misconduct.

CONFIDENTIALITY

STHIX shall treat as confidential all information classified as such by Customer of which it has learned by virtue of the performance of activities under the STHIX Connection Contract or if such information are not classified in the above manner, STHIX shall treat as confidential all information if it would be apparent to a reasonable person, familiar with the Customer's business and the industry in which it operates, that such information is of a confidential or proprietary nature the maintenance of which is important to Customer.

Customer shall treat as confidential all information classified as such by STHIX of which it has learned by virtue of the performance of activities under the STHIX Connection Contract or if such information are not classified in the above manner, STHIX shall treat as confidential all information if it would be apparent to a reasonable person, familiar with the Customer's business and the industry in which it operates, that such information is of a confidential or proprietary nature the maintenance of which is important to Customer.

Parties undertake to include in contracts with third parties the obligation to take such measures to maintain confidentiality with respect to confidential information in the above-mentioned sense of the other party. Each Party shall hold in confidence, and shall not disclose (or permit or suffer its personnel to disclose) to any person outside its organization, any confidential information. The receiving Party and its personnel shall use such confidential information only for the purpose for which it was disclosed and shall not use or exploit such confidential information for its own benefit or the benefit of another without the prior written consent of the

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disclosing Party. Without limitation of the foregoing, the receiving Party shall not cause or permit reverse engineering of any confidential information or recompilation or disassembly of any software programs which are part of the confidential information received by it under the STHIX Connection Contract and shall disclose confidential information only to persons within its organization who have a need to know such confidential information in the course of the performance of their duties and who are bound by a written agreement, enforceable by the disclosing Party, to protect the confidentiality of such confidential information. The receiving Party agrees that the disclosing Party is and shall remain the exclusive owner of the confidential Information and all patent, copyright, trade secret, trademark and other intellectual property rights therein. No license or conveyance of any such rights to the receiving Party is granted or implied under this STHIX Connection Contract.

The obligations of the receiving Party shall not apply to the extent receiving Party can demonstrate, by clear and convincing evidence, that such confidential information: (a) was generally known to the public at the time of disclosure or has become generally known through no breach of an agreement with or a duty owed to the disclosing Party; (b) was in the receiving Party's possession at the time of disclosure other than as a result of receiving Party's breach of any legal obligation; (c) becomes known to the receiving Party through disclosure by sources other than the disclosing Party having the legal right to disclose such confidential information; or (d) is independently developed by the receiving Party without reference to or reliance upon the confidential information. Receiving Party may disclose confidential information if and to the extent required by applicable laws, governmental or regulatory regulations, or proper legal or governmental authority; provided that the receiving Party provides prior written notice of such disclosure to the disclosing Party and receiving Party takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

The receiving Party shall, upon the termination of STHIX Connection Contract, return to the disclosing Party all drawings, documents, and other tangible manifestations of confidential information received by the receiving Party pursuant to STHIX Connection Contract (and all copies and reproductions thereof). The provisions of STHIX Connection Contract shall continue with respect to the confidentiality of the respective item of the confidential information until the earlier of: (i) the expiration of the disclosing Party's ownership rights in this respective item of confidential information; (ii) or a period of three (3) years from the date of disclosure of the applicable confidential information.

GOVERNING LAW, DISPUTES

The laws of Sweden shall govern all contracts between STHIX and Customer, including the STHIX Connection Contract. Any dispute with regard thereto will be brought exclusively before the competent court of law of Stockholm, Sweden.

The STHIX Connection Contract contains all the terms, which the parties have agreed in relation to the subject matter thereof, and supersedes any prior written or oral agreements, representations or understandings between the parties relating to such subject matter.



The English text of the STHIX Connection Contract and of these STHIX General Terms and Conditions is the only valid and legally binding text thereof. Any translation of such documents, whether or not made or provided by STHIX, is solely for the convenience of Customer.

AMENDMENT TO THESE CONDITIONS

STHIX is authorized to make modifications and/or additions to these STHIX General Terms and Conditions. The STHIX General Terms and Conditions may be modified by STHIX from time to time, provided that modifications and/or additions shall not be made more than twice in any twelve (12) month period, and STHIX shall notify the Customer at least one (1) month prior to the amended conditions comes into effect. Such notification shall be done through the written notice provisions of the Term and Termination sections, above. The Customer has the option to cancel the STHIX Connection Contract immediately, with no further liability, upon changes in STHIX General Terms and Conditions. Customer's cancellation of the STHIX Connection Contract due to changes in STHIX General Terms and Conditions will not implicate any refunds to the Customer.

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