



MEMBERSHIP AGREEMENT

This agreement defines the terms under which (member) enters into this Membership Agreement with the Swedish Datacenter Association (SweDCI)

Principal Contact Member
(Please complete)

Name	
Company	
Address	
City	
Country	
Mail	
Phone	

Account Payable Contact
(Please complete)

Name	
Phone	
Email	
Address	
PO no.	
VAT no.	

Definition	Membership fee	*
Micro organizations	500 SEK p.a.	☐
Small organizations	1.000 SEK p.a.	☐
Medium organizations	2.000 SEK p.a.	☐
Large organizations	4.000 SEK p.a.	☐

Yearly service fee	Fee	**
Premium	55.000 SEK p.a.	☐
Business	35.000 SEK p.a.	☐

Additional

Total annual cost		SEK + VAT
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Signature

1.

1. by signing this agreement, I also agree to follow SweDCI code of conduct. See appendix 5



MEMBERSHIP AGREEMENT

APPENDIX 1 – MEMBERSHIP

Membership

Members in the Swedish Data Center Industry Association are required to:

- (1) Have a legal entity in Sweden with a Swedish registration number
- (2) Have business, or otherwise be engaged, in the Data Center Industry or related industry
- (3) Share the interests of the Association and support its objectives in all parts

We accept applications for Membership at your convenience and new members are normally accepted as Members within a month from the application date. Send your application to fredrik.lindahl@sdia.se with the following information as minimum:

- (1) Your organizations name
- (2) Registration number of your organization
- (3) Contact name, phone number and e-mail address
- (4) Short description of the organization's interests/business in the Data Center Industry
- (5) Choose the Service level. Basic, Business or Premium
- (6) Select company size; Micro, Small, Medium or Large

The Entrance Fee is 1000 Swedish kronor to be paid within one (1) month from when Membership is granted. Failure to pay the Entrance Fee will result in revocation of Membership.

SweDCI finances its operations with a Yearly Membership Fee and a Yearly Service Fee.



APPENDIX 2 – YEARLY MEMBERSHIP FEE

The Yearly Membership Fee is designed to cover the costs of managing the associations day-to-day administration and is not subject to VAT according to Swedish Tax Law.

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Definition	Membership Fee
Micro enterprises/organizations	500 SEK p.a.
Small enterprises/organizations	1.000 SEK p.a.
Medium enterprises/organizations	2.000 SEK p.a.
Large enterprises/organizations	4.000 SEK p.a.

p.a. = per annum (yearly)

The Yearly Membership Fee is differentiated according to the size of the member organization according to the SME definition by the EU commission.

Company category	Staff headcount	Turnover	or	Balance sheet total
Medium-sized	< 250	≤ € 50 m		≤ € 43 m
Small	< 50	≤ € 10 m		≤ € 10 m
Micro	< 10	≤ € 2 m		≤ € 2 m

(clipped 2020-02-12 from http://ec.europa.eu/growth/smes/business-friendlyenvironment/sme-definition_sv)



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APPENDIX 3 – YEARLY SERVICE FEE

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Level	Premium	Business
Participation in Work Groups	Included	Included
Usage of SweDCI Logo	Included	Included
Access to SweDCI member area	4 licenses	2 licenses
Branding on SweDCI website	Top placement. Clickable logo. 200-word intro	Placement below Premium. Smaller clickable logo. 100-word intro
SweDCI member events	4 participants	2 participants
SweDCI hosted public events	20% discount	10% discount
Hosting of member events	Yes, prioritized	Yes, when available
SweDCI Branded webinars	Yes	No (exception NDCW)
Participation in SweDCI panels, speaker slots	Yes, prioritized	Yes, when available
News publisher on Spintr	Yes	No

The Yearly Service Fee is subject to VAT according to Swedish Tax Law and is designed to cover the costs of all other efforts undertaken by the association.

Failure to pay Fees will result in revocation of Membership.

The content can be updated by the board



APPENDIX 4 – SERVICE AGREEMENT

SERVICE AGREEMENT

The following agreement has been entered into between the Service Provider:
Svensk Datacenter Industri, Ekonomisk Förening, Org. Number: 769637-3781

This agreement has been drawn up in two identical copies, one for each party.

1. Background

The Service Provider is an industry association representing the Swedish data center industry and its subcontractors. The Service Provider has offered to provide the Customer with services as outlined in section 3 below. The Customer, for its part, has expressed a desire to enter into a service delivery agreement with the Service Provider.

2. The Service Provider

This assignment will be carried out by Svensk Datacenter Industri, Ekonomisk Förening. The Service Provider reserves the right to hire subcontractors to perform all or part of the assignment without the Customer's written consent.

3. Service Package

During the contract period, the Service Provider shall provide the Customer with services as follows:

****Specification of service content for each package can be found in Appendix 1.**

The Service Provider reserves the right to change the content and terms of the Service Package chosen by the Customer during the current period. From the date such a change is communicated to the Customer via email, the Customer has the right to terminate the agreement and request a refund for the remaining period, calculated from the date such a termination is received in writing by the Service Provider, within the following 14 days, regardless of the provisions of section 4 below. Changes to Service Packages not selected by the Customer do not entitle the Customer to terminate the agreement.

If the Service Provider implements a price change, it will take effect in the next billing period, during which the Customer has the right to terminate the agreement as outlined in section 4. Should a price change occur during the Customer's termination notice period under section 4, the Customer has the right to terminate the agreement within the following 14 days without regard to the notice period. Billing is done on a rolling 12-month basis, starting immediately upon the signing of this agreement.



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4. Termination

The Service Provider has the right to immediately terminate this agreement if the Customer acts in violation of the association's statutes. Such termination must be in writing, objectively justified, and signed by the Service Provider's board. There is no obligation to refund for the current period. The Customer has the right to terminate this agreement with three months' notice during each rolling 12-month period. Termination must be done in writing or via email to the association's board.

5. Automatic Renewal

If neither party terminates the agreement in accordance with section 4, the agreement will automatically be renewed for an additional 12 months.

6. Dispute

Disputes arising from this agreement shall primarily be resolved through negotiation between the parties. Any disputes that remain unresolved after negotiation shall be finally settled in a general court of law.

7. Code of Conduct

A requirement for membership in the association is to sign the association's Code of Conduct.



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Appendix 5 - Code of Conduct

Code of Conduct for the Swedish Datacenter Industry Association ("SweDCI")

SweDCI is an economic association formed to support its corporate and association members active in the Swedish data center industry ("**Members**"). SweDCI strives to, i.a. provide an inclusive and respectful platform for its members to meet, share views and ideas as well as create business opportunities, and where all Members feel welcome and secure. For such purposes, all SweDCI's Members are expected to adhere to, and will procure that its representatives active in SweDCI adheres to, the following behavior standards:

Respect: Show respect to all Members, regardless of their representatives' gender, age, ethnicity, religion, sexual orientation, or background.

Inclusion: Foster an inclusive atmosphere where everyone feels seen, heard, and encouraged to participate.

Tolerance: Respect differences and be open to learning and understanding various perspectives.

Collaboration: Work positively with other Members and contribute to creating a harmonious and productive working environment.

Openness: Be open to feedback and constructive dialogue to promote the best interests of SweDCI.

Responsibility: Take responsibility for your actions and words, acting in a manner that upholds the values and goals of SweDCI.

Safety: Ensure that all Members' representatives feel safe and protected from offensive behavior or harassment.

Compliance: Follow all applicable laws and the SweDCI's rules and regulations.

By adhering to these guidelines, each Member and their representatives contribute to a positive and rewarding experience for everyone in SweDCI. In the event of a Member or its representative acting in breach of these Code of Conduct, the SweDCI board may suspend or terminate the Member's membership in SweDCI.

These Code of Conduct was decided by the SweDCI board on 24th april 2024 and shall enter into force as of such date and be valid until further notice from the SweDCI board.