

GENERAL TERMS AND CONDITIONS

For

Netgroup's provision

Of

IT services etc.

Netgroup A/S
Store Kongensgade 40 H
1264 Copenhagen K
VAT-no.: 26 09 35 03
("Netgroup")
Version 4.4
August 2016

1. INTRODUCTION	3
2. DEFINITIONS	3
3. AGREEMENT PERIOD	4
4. PAYMENT OBLIGATIONS	5
5. DELIVERY	5
6. THE PARTIES' ADDITIONAL OBLIGATIONS	6
7. SPLA LICENSING	6
8. TRANSFER	7
9. BREACH OF CONTRACT	7
10. RESPONSIBILITY	7
11. CONFIDENTIALITY	8
12. GUARANTEES	8
13. ACCEPTABLE USE POLICY	9
14. FORCE MAJEURE	10
15. CHOICE OF LAW, LEGAL VENUE, INTERPRETATION AND DISPUTES	10
16. VARIOUS CONDITIONS	11
17. TERMS OF PAYMENT	11

1. INTRODUCTION

- 1.1. These general terms and conditions ("Terms and Conditions") apply to all matters between the Customer and Netgroup, unless otherwise expressly agreed, and where legislation does not impose other requirements.
- 1.2. The main purpose of the Conditions is to regulate the general conditions, which will usually be the same, regardless of which of Netgroup's services the Customer has chosen to enter into an Agreement about.
- 1.3. The term "Netgroup" refers to Netgroup A/S, VAT number: 26093503.
- 1.4. The term "Customer" means the party you represent, and who has entered into an Agreement with Netgroup. The Customer may be a company, an organization or any other business entity that uses Netgroup's services.
- 1.5. The Agreement between the parties (the "Agreement") consists of one or more Purchase Agreements, Terms and Conditions and any additional specific conditions that Netgroup has delivered to the Customer. The Agreement may also contain subcontractor conditions if Netgroup makes use of a subcontractor for the provision of its services. If the Agreement contains subcontractor conditions, these conditions shall take precedence over Netgroup's conditions, although only insofar as the subcontractor's conditions do not place the Customer in a more favourable position in relation to Netgroup than would have followed from Netgroup's own conditions.
- 1.6. In case of any discrepancy between the Agreement documents, the following document shall prevail over the second document mentioned. Refer to the above, however, regarding subcontractor conditions: the Purchase Agreement, subcontractor conditions, specific conditions, the Conditions.
- 1.7. Unless otherwise explicitly stated in other parts of the Agreement, Netgroup shall be considered solely as a data processor in the relationship between the parties, and not as a data controller.

2. DEFINITIONS

- 2.1. The following words and expressions in the Agreement shall have the defined meaning, unless the context requires otherwise:
 - 2.1.1. Agreement Period
The contract period set out in the Purchase Agreement entered into between the parties.
 - 2.1.2. Housing facility
The area for housing the IT and telecommunications equipment as specified in the Purchase Agreement.
 - 2.1.3. Deployment date
The date on which the customer actually takes a provision or service into use, including a housing facility.

2.1.4. Indexation

Adjustment of the agreed price with the proportionate increase in the Danish consumer price index, as published by Statistics Denmark or another similar, publicly available index.

2.1.5. Ready to Use

A message from Netgroup that the ordered service can be taken into use by the Customer. From the date of receipt of this message, the customer has five days to submit a complaint. Otherwise the service shall be deemed to have been delivered in accordance with the Agreement.

2.1.6. Purchase Agreement

The Purchase Agreement signed by the parties, in which the provision of Netgroup's products and services are specified in detail. Each Purchase Agreement may contain several different services.

2.1.7. Rental

A right to use housing facilities, connections, racks, physical equipment or other services specified in the Purchase Agreement in return for payment of a fee. Housing facilities, connections, racks and physical equipment means the right to use these services, which are provided in accordance with the Purchase Agreement. The rental of facilities and services is not necessarily an exclusive right, since other Netgroup customers may also be entitled to place equipment in the same facility and/or use the same services.

2.1.8. Traffic

Internet-based traffic (IP traffic) delivered by fibre, wireless connection (FWA), copper wire or other connection.

2.1.9. Parties

Netgroup and the Customer, as set out in the Purchase Agreement.

3. AGREEMENT PERIOD

- 3.1. The Agreement may not be terminated by either Party during the Agreement Period specified in the individual Purchase Agreement, after which it may be terminated by either Party by providing 90 days' notice in writing with effect from the end of a month. Exceptions to this, however, are matters governed by section 8. If the Agreement is not terminated at least 90 days before the expiry of the Agreement, it will be automatically extended for 12 months under the same terms and conditions.
- 3.2. Each Purchase Agreement specifies the Agreement Period for the relevant service.
- 3.3. If an Agreement comprises several partial provisions of services, each partial service can be terminated separately in accordance with Section 3.1, unless such a partial service is a prerequisite for Netgroup being able to provide other services in accordance with the Agreement.

4. PAYMENT OBLIGATIONS

- 4.1. Prices and terms of payment for services are set out in the Purchase Agreements. All prices are provided in Danish kroner (DKK), excluding VAT and any other taxes and levies.
- 4.2. Unless otherwise specifically stated in the individual Purchase Agreement, recurring payments for services specified in the Purchase Agreement are payable quarterly in advance from the date the Agreement is entered into, or from the time the service is declared "Ready to Use" by Netgroup, whichever date comes first. The first payment will be adjusted according to the calendar quarters, such that the remaining period of the current quarter and the following quarter shall be paid upon entering into the Agreement or at "Ready to Use", whichever comes first. Initial costs/preliminary expenses will be invoiced at the signing of the Agreement.
- 4.3. Any invoice issued by Netgroup must be paid within 14 days of the date of issue.
- 4.4. All the Customer's payments under this Agreement shall be made without deductions or set-offs of any kind.
- 4.5. If the Customer fails to make payment when due, the Customer shall pay interest on the outstanding amount for the elapsed time. Interest will accrue and will be calculated daily at a variable interest rate of one and a half (1½) percent per month and will be calculated for the relevant number of days based on a year consisting of 365 days from the due date until the payment is made. In addition, the Customer shall pay any costs for the recovery of outstanding amounts and any losses Netgroup may incur as a result of non-payment or late payment.
- 4.6. All recurring payments for services provided by Netgroup shall be index-adjusted once a year.
- 4.7. All prices and fees may be adjusted with one month's notice, in addition to index-adjustment. Netgroup shall notify the customer of these adjustments with a minimum of one month's notice before the change takes effect. The Customer has a duty to pay the adjusted price, but in the event that the change is significant, the Customer shall be entitled to terminate the Agreement with one month's notice in writing to Netgroup. Price increases may occur without warning, however, if they are due to circumstances outside Netgroup's control, including regulatory or legal circumstances, as well as increases resulting from price increases by Netgroup's subcontractors.

5. DELIVERY

- 5.1. Netgroup undertakes to provide the services defined in the Purchase Agreement on the date specified in the Purchase Agreement.
- 5.2. When the services are Ready to Use, Netgroup shall immediately notify the Customer of this by letter or e-mail, stating that the services conform to the agreed specifications. The Customer shall, within 5 working days from receipt of this information, notify Netgroup in writing if the services do not conform to the agreed specifications. If the services do not conform to the specifications, the Customer shall specify these circumstances in writing to

Netgroup, who shall then provide the corrected service within a reasonable time. If the Customer has not submitted notification in accordance with the above within 5 working days after Netgroup has informed them that the services are Ready to Use, the services shall be considered as free of defects.

6. THE PARTIES' ADDITIONAL OBLIGATIONS

- 6.1. Each Party shall provide all necessary and appropriate permits and approvals and otherwise comply with all the laws, regulations and requirements of any relevant public authority, as applicable for the installation, use and ownership of the services provided by the Party in question.
- 6.2. Unless otherwise agreed, Netgroup, who is considered a data processor, shall act only on instructions from the Customer, who is regarded as the data controller in respect of the hosted data. Netgroup shall implement the necessary technical and organizational safeguards to prevent data being accidentally or unlawfully destroyed, lost or damaged, and to protect the data against unauthorized disclosure, misuse or from otherwise being handled in breach of the Act on Processing of Personal Data. Netgroup shall, on request from the Customer, provide the Customer with sufficient information to enable them to ensure that the relevant technical and organizational security measures are observed.
- 6.3. If the Customer is subject to a DDoS attack the Customer is obliged to cover any additional costs that Netgroup has to added Internet traffic no matter whether the Customers has a flat rate or burstable IP traffic and / or anti DDoS protection. The costs associated will only concern those that are specific to the Customer and not Netgroup related costs regarding an attack.

7. SPLA LICENSING

- 7.1. To maintain a correct and true licensing of the Customers Microsoft licenses delivered by Netgroup under the SPLA agreement with Microsoft the Customers is obliged to inform Netgroup that the supplied amount of licenses acquired by the Customer and provided for the Customers infrastructure is correct and comply with the actual use.
- 7.2. If so requested by Netgroup, the Customer is obliged to install and maintain relevant tools to automate the license reporting.
- 7.3. If the Customer wishes to install Microsoft software not licensed via Netgroup, the Customer is obliged to obtain the required License Mobility authorisation from Microsoft and to provide a copy of these documents to Netgroup
- 7.4. If the Customers use of licenses exceeds the initial agreement the Customer is obliged to inform Netgroup about immediately in order to the correct amount of licenses can be settled between the parties and the corresponding SPLA licenses will be reported correctly by Netgroup to Microsoft.
- 7.5. In case of the Customer doesn't inform Netgroup about the correct amount of licenses Netgroup reserves the right to pass on any additional bill from Microsoft.

8. TRANSFER

- 8.1. The Customer shall not be entitled to transfer rights and obligations to third parties, unless the acquiring third party undertakes all rights and obligations, and only after Netgroup approves the transfer in writing.
- 8.2. Netgroup shall be entitled to transfer all rights and obligations to third parties.

9. BREACH OF CONTRACT

- 9.1. Each Party may terminate the Agreement and all Purchase Agreements with the other Party in writing with immediate effect if the other Party is in material breach of the Agreement or a Purchase Agreement, or if the Party is declared bankrupt, is under reconstruction or similar.
- 9.2. If one of the parties defaults under section 9.1, the defaulting Party shall have 30 days to rectify the situation after receipt of a demand in writing. This does not apply, however, to payment obligations or circumstances of such a nature that they cannot be terminated or rectified.
- 9.3. Netgroup may cancel the Agreement and the Purchase Agreements with the Customer in writing, if the Customer has failed to pay a submitted invoice and has not made payment of the due amount within 10 days after the sending of a written reminder from Netgroup, including accrued interest etc. (see section 4.5).
- 9.4. Termination of the Agreement - for whatever reason - should not affect the provisions of the Agreement which shall remain valid, e.g. the section on confidentiality, or which shall come into effect in the event of termination, and shall not affect the Customer's payment obligations of any amount due to Netgroup under the Agreement.

10. RESPONSIBILITY

- 10.1. After the service is reported "Ready to Use", Netgroup's obligations shall be limited to Netgroup's possible maintenance obligations and any services defined in the Purchase Agreement. Netgroup is not responsible for impairment or damage to the services described in this Agreement or for any defects/malfunctions in these services, or any unavailability, delay, shut-down or interruption caused by the Customer's actions.
- 10.2. Unless otherwise expressly provided in this Agreement, the following shall apply:
 - 10.2.1. Each Party shall only issue the guarantees that are explicitly mentioned in the Agreement and thus no guarantees arising from the convention, good practice etc.
 - 10.2.2. Neither Party shall be liable to the other Party or any other parties, including their parent companies or subsidiaries, dealers, customers or other end-users for any form of indirect loss.
- 10.3. The Customer accepts that they shall comply with all applicable laws and regulations in connection with the Customer's business. The Customer understands that Netgroup exercises no control whatsoever over the content of the information that the Customer sends

from Netgroup's data centre and that it is the sole responsibility of the customer to ensure that any information sent or received by the Customer complies with all applicable laws and regulations. The Customer confirms having read and accepted section 13 "Acceptable Use Policy".

- 10.4. If Netgroup is contacted by a third party or if it discovers or otherwise becomes aware or suspects that the Customer's use of Netgroup's services may result in a liability of any kind on Netgroup, Netgroup shall be entitled to suspend or prevent access to the Customer's systems until it has been clarified whether that knowledge or suspicion has any basis in fact. The Customer cannot in any way hold Netgroup responsible for any losses incurred in this connection.
- 10.5. Netgroup bears no responsibility for any damage to or insurance of the Customer's equipment, unless insurance of the Customer's equipment is specifically included as a provision in the Purchase Agreement.
- 10.6. Netgroup's maximum compensation to the Customer may not exceed an amount equal to what the customer has paid Netgroup in monthly/quarterly payments in the last 6 months before the claim is made.

11. CONFIDENTIALITY

11.1. The Parties undertake to:

11.1.1. Treat all information given and/or received about each other's circumstances as strictly confidential.

11.2. Not to disclose such confidential information to any third party without the prior written consent of the other Party and only to use confidential information for the purposes described in this Agreement. Confidential information is considered to be any information about the other Party's activities or business circumstances that a Party has received, directly or indirectly, either orally or in writing, in connection with the performance of the tasks. An exception to this, however, is information that is or becomes publicly available in some manner other than by a breach by one of the Parties.

11.3. The Parties are entitled to disclose information to the authorities in order to comply with legal obligations. Upon submission of information, the Party providing the information shall be required to preserve confidentiality to the greatest possible extent.

11.4. The duty of confidentiality shall continue to apply also after termination of this Agreement.

12. GUARANTEES

12.1. The Customer's guarantees:

The Customer must be familiar with the laws and regulations that apply to the Customer's business. The Customer is responsible for and guarantees that as long as this Agreement is in force, the Customer's business will not contain or transmit any material which is in violation of current legislation. If the Customer violates the law and/or does not comply

with Netgroup's user policy as per section 13 Netgroup shall be entitled at its own discretion to prevent any access to such illegal materials and/or cease providing services to the Customer, including suspension or interruption of services to the Customer with immediate effect.

12.2. Netgroup's guarantees:

12.2.1. No other guarantees. Netgroup makes all services, products and sites available as they are and presently exist. Netgroup makes no express or implied guarantees and Netgroup accepts no liability with regard to traffic, satisfactory quality, non-infringement and fitness for a particular purpose, and guarantees arising from trade conventions, customs or trade practice.

12.2.2. There are no guarantees for services controlled and/or provided by third parties. Although Netgroup provides an internet connection to the Customer, Netgroup cannot monitor the flow of information to and from Netgroup's data centres to other parts of the internet. Such flows depend largely on the provision of internet services provided or controlled by third parties. It may happen that these third parties are the reason why Netgroup's Customer's connections are interrupted or become weaker, but Netgroup cannot guarantee that such events will not occur and Netgroup accepts no liability with regard to such issues.

12.2.3. In case of selling hardware only the manufacturer's service and guarantee applies. Netgroup does not have any support and/or operational responsibility for the hardware unless it is specified in the Agreement.

13. ACCEPTABLE USE POLICY

13.1. All Netgroup customers are responsible for complying with this Acceptable Use Policy.

13.2. The actions described below are defined by Netgroup as "system abuse" and are not acceptable. The examples described below are not exhaustive and are only included to guide and inform Netgroup's customers. If the Customer is unsure whether an action or use of the system is permitted, it is the Customer's responsibility to contact Netgroup. The following activities are strictly prohibited and Netgroup has the right to take the necessary steps to prevent these activities, including suspension and termination of the services provided to the Customer. Refer also to sections 10.3 and 10.4 above.

13.3. Generally, the Customer may not use Netgroup's networks, servers or services to:

- violate current laws, regulations and guidelines,
- violate "acceptable use policies" of the networks, machines or servers provided by using Netgroup's network,
- violate the privacy of others,
- violate the guidelines for sending marketing materials by e-mail.

13.4. Prohibited activities also include, but are not restricted to:

- unauthorized use (or attempted unauthorized use) of machines and networks,

attempts to compromise sites and servers (e.g. denial of service attacks),
falsifying header information or user identification,
distributing malicious programs to networks or machinery (e.g. viruses, worms, Trojan horses, etc.),
monitoring or scanning other networks without permission,
jeopardizing safety or interfering with internet communications, including obtaining (access to) data to which the Customer should not have access, or logging onto a server to which the Customer should not have access,
performing any form of network monitoring (e.g. packet sniffer) in order to obtain data that is not intended for the Customer,
attempting to circumvent user authentication or security on any host or network ("cracking"),
using any program/script/command or send messages of any kind that are designed to destroy or disrupt machines, servers and networks, both locally or via the internet,
sending unsolicited bulk e-mail ("spam"),
maintaining and operating an open mail relay,
collecting e-mail addresses from the internet in order to send unsolicited bulk e-mail ("spam"),
sending or receiving copyright-infringing or illegal material,
storing illegal material on servers, machines, equipment, etc. which is located on or is associated with Netgroup's network,
providing false or incorrect data on sign-up forms,
attempting to disrupt or destroy the way in which Netgroup measures bandwidth consumption, power and other services.

14. FORCE MAJEURE

14.1. None of the Parties shall be obliged to pay compensation in case of non-compliance with the Agreement caused by circumstances beyond the Parties' control, including - and to the extent that such compliance is prevented (directly or indirectly) as a result of - strike, lockout, work stoppage, government intervention, failure or delay regulatory approval, riots, armed conflict, accident, shortage of raw materials or normal transport, acts of war, terrorism, natural disasters or any other cause which is beyond what the Parties could reasonably be expected to control.

15. CHOICE OF LAW, LEGAL VENUE, INTERPRETATION AND DISPUTES

15.1. The present Agreement shall be governed by and be interpreted in accordance with Danish law.

- 15.2. The Parties undertake to engage in negotiation to try to find an amicable solution to any dispute, and to do so in such a way that does not affect normal services or normal production.
- 15.3. In the absence of an amicable solution through negotiation, the matter shall be finally settled through binding arbitration in accordance with the rules of the Danish Institute of Arbitration or by the Danish courts, according to Netgroup choice.

16. VARIOUS CONDITIONS

- 16.1. Netgroup and the Customer are independent companies and the present Agreement will not create a partnership, joint venture, employment, franchise, agency agreement or similar relationship between Netgroup and the Customer.
- 16.2. The Customer accepts that Netgroup may present the Customer's name and logo and a brief description of the Customer's solution and business to other customers and in Netgroup's marketing materials, including but not restricted to, Netgroup's website.
- 16.3. The Customer accepts that user rights are only granted to the Customer's area (rack cabinets, footprint, etc.) and services and that the Customer does not acquire any form of property rights, physical or intangible, or other rights in connection with the services that Netgroup provides.

17. TERMS OF PAYMENT

The purpose of this procedure description is to inform Netgroup's customers about how Netgroup invoices periodically. The procedure applies to both customers who pay monthly and quarterly, and it also applies to various consumption-based invoicing.

17.1. Customers with quarterly payment frequency

- 17.1.1. **Payment of fixed services:** Fixed services mean the product lines that are written in the contract and which do not change from period to period. These are invoiced approximately 30 days prior to the start of the quarter. The due date for payment is determined by each customer's agreement with Netgroup.
- 17.1.2. **Payment of variable consumption:** Variable consumption covers services such as: Power consumption, backup volume, IP traffic, consultancy etc. The difference between what has been included in the fixed quarterly invoice and actual consumption will be invoiced on a separate invoice after each month.

17.2. Customers with monthly payment frequency

- 17.2.1. **Payment of fixed services:** Fixed services mean the product lines that are written in the contract and which do not change from period to period. These are invoiced approximately 30 days prior to the start of service. The due date for payment is determined by each customer's agreement with Netgroup.
- 17.2.2. **Payment of variable consumption:** Variable consumption covers services such as: Power consumption, backup volume, IP traffic, consultancy etc. The difference

between what has been included in the fixed monthly invoice and actual consumption will be invoiced on a separate invoice after each month.

17.3. Purchase of additional services

17.3.1. Customers with an existing contract, who purchase additional services, will be invoiced for the additional services when ordering, though not later than at the beginning of the following month. After the first payment, the service will be added to the other existing services and invoiced all together, using the same invoicing interval that applies to the main contract.

17.4. Generally about invoicing

17.4.1. The general rule is that Netgroup invoices customers electronically by e-mail, in accordance with the contract. An invoicing fee of DKK 50 will be added in cases where the customer wishes to receive their invoice by post.

17.4.2. Changes in invoicing information must be received by Netgroup no later than 5 working days before the end of the month. Updated information must be sent to accounting@netgroup.dk. Netgroup invoices a fee of DKK 100 for resending invoices that have not been received by a customer due to outdated invoicing information.

17.5. Queries

17.5.1. If a customer receives an invoice that does not appear to be correct, the customer must query the invoice in writing before the end of the 5th working day following receipt of the invoice. Queries must be sent to accounting@netgroup.dk.

17.5.2. Querying an invoice does not relieve the customer of their payment obligation.

17.5.3. If Netgroup, after processing the query, does not find that there are errors in the invoice, the invoice will fall due for payment according to the applicable agreement.

17.5.4. If Netgroup wholly or partly accepts the query, the invoice will be cancelled and a credit note will be issued with a corrected invoice. If the customer has already paid the invoice, the amount will be offset against any difference.

17.6. Handling of arrears

17.6.1. A payment reminder will be issued 1-2 business days after the due date if a payment has not been received.

17.6.2. The deadline for payment of reminder invoices is 10 calendar days.

17.6.3. If payment is not received after 10 calendar days, Netgroup reserves the right to terminate the services covered by the invoice without further notice and to forward the amount to a collection agency.

17.7. Reminders

17.7.1. Netgroup charges a fee of DKK 100 for reminders. The fee is added to the next invoice. If the customer's contract has been terminated, the fee will be charged in a separate invoice.

17.8. Addition of interest

17.8.1. Unpaid invoices accrue interest from the day after the due date. Netgroup charges 1.5% interest per commenced month on the balance due. The addition of interest occurs on the last working day of the month and an advice note will be forwarded approximately 14 days later. Interest will be invoiced in the next invoice. If the customer's contract has been terminated, the interest will be charged in a separate invoice.