

# NetNordic Denmark AS | Standard Terms and Conditions

Valid from February 06, 2025

## 1. GENERAL

[1.1] These Standard Terms and Conditions (the “Terms”) apply to any and all Agreements between the Customer as identified in the Agreement and NetNordic unless otherwise agreed in writing.

[1.2] Ordering products or services from NetNordic, as well as add-ons, variations, or changes to the agreed delivery, can only be made by authorized personnel from the Customer.

[1.3] Unless otherwise agreed between the Parties, product information such as drawings, brochures and technical data are indicative only.

## 2. DEFINITIONS

**Acceptance:** Completion of an acceptance test, expiry of a Trial Operation Period for the Solution or Customer starting to use the Solution as part of its business.

**Agreed unavailability:** The time (period) the Service is unavailable by agreement with Customer, as a result of upgrades / relocation of equipment or in connection with changes.

**Agreement:** The document that specifies transactions, interactions, and relations between NetNordic and Customer (each as “Party” and together as “Parties”).

**Availability:** The time (period) the Solution operates as agreed.  
Availability (a) = Service hours (s) - Unavailability (u).

**Agreement date:** Date when the Agreement is signed by both Parties.

**Commencement date:** The specific date on which the Agreement becomes effective, and the provision of Services begin.

**Deliveries:** Equipment, software and Services to be delivered under the Agreement.

**Delivery date:** Date when the Deliveries are delivered to Customer. For the Solution the Delivery date will be the date of Acceptance.

**Equipment:** Hardware and components provided by NetNordic to Customer under the Agreement.

**Error:** Situation where the Solution does not have the agreed functionality.

**Force Majeure:** Events beyond the control of either of the Parties, including without limitation, natural disasters, war, civil disorder, prohibitions or orders issued by public authorities, restrictions imposed by legislation, fire, explosions, epidemics, strikes, lockouts, or lack of electricity supply, and in case of breakdown of communication circuits or similar communication facilities.

**Installation date:** Date when Equipment and software are installed.

**Inquiry:** Customer's message to NetNordic about a change request or Error, which has been confirmed as received by NetNordic.

**Location:** Location or part of Customer's organization, which is defined as a separate entity or address in the Agreement.

**Maintenance:** The agreed type of Maintenance, NetNordic shall deliver to Customer in accordance with the Agreement.

**Manufacturer:** The entity who originally produced the Equipment or software on which the Solution is based.

**Measurement period:** Each quarter or month as agreed between the Parties from and including the first full quarter or month after the Acceptance.

**Normal working hours:** Monday to Friday between 08.00 and 16.00 CET (excluding weekends and Danish public holidays).

**On-site service:** Delivery of Services at Locations regarding error diagnosis and/or error correction after finishing remote diagnostics.

**Operator:** Supplier of communication lines with associated services; either via a separate agreement directly with Customer or as a subcontractor to NetNordic.

**Priority:** NetNordic's prioritization of Inquiries based on Customer's categorization according to the priority matrix (impact and urgency). NetNordic will perform own categorization and thus prioritization according to communication with Customer.

**Professional Services:** NetNordic's offering of expert guidance and support in relation to the Services, including assisting with digital transformation, securing existing infrastructure with regulations or other services as agreed from time to time.

**Ready for Service Date:** The day after Acceptance.

**Remote access:** NetNordic requires access to the Solution via remote connection for support.

**Remote service:** Diagnosis and remediation of the Solution via Remote access.

**Response time:** The time within the Service hours from a critical Error, Error or alarms is correctly registered in NetNordic's ITSM systems, until NetNordic is to start Error handling at the latest. Fulfilment of the Response time is measured within the agreed Service hours in the Measurement Period.

**Service:** Infrastructure, licenses, competences and functionality provided by NetNordic against payment from Customer.

**Service hours:** The designated periods during which Services are available to the users and supported by NetNordic. Unless otherwise specified in the Agreement, the Service hours period is Normal working Hours.

**Service level:** The selected scope or response level selected for the Services.

**Service window:** Agreed periodic time frame where the Service may be unavailable. Service window is not calculated as Unavailability

**Solution:** The Solution to be delivered to the Customer as defined in the Agreement.

**Stand-by time:** The period during which a NetNordic employee is required by Customer to be available and ready to assist Customer.

**Support:** NetNordic reactive assistance to the Customer.

**T&M:** Time spent, and materials used in the performance of the Services.

**Travel time:** Time spent by NetNordic employees travelling to Customer's facilities or other places as agreed with Customer from time to time.

**Unavailability:** The time (period) where the Solution has a Critical error, and the agreed functionality is unavailable for the Customer.

**Working days:** All days that are not weekends or Danish public holidays.

### 3. NETNORDIC OBLIGATIONS

[3.1] NetNordic is obliged to deliver the Deliveries either directly or via a third party.

[3.2] NetNordic is obliged to deliver the Services in accordance with the Agreement and ensure, that the Services comply with relevant Danish laws and regulations.

[3.3] The Deliveries must be delivered within the agreed deadlines, except to the extent that delays are caused by Customer or third parties.

[3.4] When delivering Professional Services to Customer, NetNordic has no obligation to deliver any specific outcome or results to unless this is specifically agreed by the Parties.

### 4. CUSTOMER OBLIGATIONS

[4.1] Customer shall at his own expense prepare the installation site, including provision of electrical power supply, earthing, cooling and ventilation, as well as distribution networks, including termination and documentation of this to comply with the specifications required by the Solution.

[4.2] NetNordic may claim compensation for additional expenses as a result of failure by Customer to prepare the premises before installation. NetNordic is not responsible for Errors or delays, that may arise as a result of defects in installations, that are not covered by NetNordic's delivery or other preparations for which Customer is responsible.

[4.3] Customer shall facilitate, that NetNordic can perform the agreed Services. This includes ensuring (i) that NetNordic is given the necessary access to premises (ii) and original software (including installation keys, serial numbers and other identifications necessary to reinstall software) (iii) and system

documentation is maintained and properly stored. Likewise, the Customer is obliged to ensure that (i) backup of software and data are available (ii) and the necessary rights to Equipment and software are available and (ii) that all necessary approvals from third parties are in place. For software assurance programs the Customer must purchase the licenses and assurance from NetNordic.

[4.4] If the Services include remote Support or Maintenance, Customer shall facilitate the establishment of a Remote access connection.

[4.5] Customer must ensure that own IT-environment, which are necessary for NetNordic to complete the delivery of the Services, have compatible and by Manufacturer supported versions. If Customer fail to fulfil this obligation, NetNordic is exempted from the obligations in the Agreement to the extent, that NetNordic are hindered by Customer's failure to meet the above-mentioned obligation.

[4.6] Customer must accept Service windows allowing NetNordic to update the Solution with security patches and updates. If Customer decline requested Service windows, NetNordic cannot be responsible for security and Availability of the Solution or for meeting the agreed Service levels.

[4.7] Customer must provide the correct address to NetNordic and notify NetNordic without undue delay, if Customer change Locations, legal entity or changes other conditions, that are important for the Services.

[4.8] For the provision of Professional Services, Customer shall, if relevant, provide access to Customer's operations infrastructure and software, interface specifications, and actively participate in training, project management, testing, data migration and provide access to customer data, respond to questions from NetNordic and attend project and steering group meetings.

[4.9] In relation to the delivery of Professional Services, Customer shall fulfill its obligation in accordance with all NetNordic's instructions and recommendations. If Customer fails to meet its obligations under the Agreement, Customer shall reimburse NetNordic for any costs resulting from such failure and allow a reasonable extension of any agreed milestones.

### 5. COOPERATION

[5.1] The Parties base the Agreement on a mutual intention to maintain and develop a culture of cooperation and loyalty to the benefit of both Parties.

[5.2] The Parties are under a mutual obligation to keep each other informed about special events or incidents, which may be of significance to the other Party.

### 6. PRICE CONDITIONS, PAYMENT AND DELIVERY

[6.1] An order from Customer is not to be considered valid, until NetNordic has confirmed this in writing, or that Customer accepts a written offer from NetNordic within the specified deadline. In case of no period of validity for the offer, the offer is valid for 30 days from the offer date.

[6.2] Unless otherwise specifically agreed, the Agreement amount will be invoiced on the Delivery date, or on the Installation date, if NetNordic is responsible for the installation. Ongoing Service deliveries are invoiced quarterly in advance, unless otherwise agreed in the Agreement.

[6.3] Payment is due within 14 days from the invoice date unless otherwise agreed in the Agreement.

[6.4] In the event of late payment, late payment interest is charged in accordance with the Danish Act on interests. In the case of agreed partial delivery, each partial delivery is invoiced separately upon delivery. NetNordic retains ownership of the Deliveries, until full payment has taken place.

[6.5] Unless otherwise agreed, all prices are valid for 30 days from the date of the offer and is stated in DKK excl. VAT and other taxes and fees.

[6.6] All hourly rates apply to work within Normal working hours. Travel time is invoiced per commenced hour according to current rates. In addition, the kilometre price is invoiced according to the Government's rates for cars. Expenses incurred for transportation, including ferries, trains, and planes, as well as tolls, parking fees, meals, accommodation, and other related costs, shall be charged additionally and reimbursed at their actual cost.

[6.7] For work and travel performed on Working days between 16:00 and 20:00 CET 50% is added to the ordinary hourly rate. For work and travel on Working days between 20:00 and 08:00 CET as well on public holidays and weekends 100% is added to the ordinary hourly rate.

[6.8] If no price has been agreed, this will be invoiced according to T&M.

[6.9] Changes in the agreed Delivery date by Customer entitle NetNordic to change the prices or Delivery dates.

[6.10] In the event of changes in exchange rates, VAT-rates, taxes, tariffs, or similar expenses beyond NetNordic's control, whether these are applied directly to NetNordic or passed on from a sub-supplier or any other price increases from sub-suppliers, that affect NetNordic's costs of the Deliveries, NetNordic is entitled to adjust its prices accordingly with immediate effect subject to prior written notice.

[6.11] NetNordic may yearly change the prices of the Agreement with 1 month's written notice in accordance with the development of Statistics Denmark's standardized wage index for companies and organizations (SBLON1), within the industry "JC IT and information services" in the preceding 12 months.

[6.12] NetNordic may change prices of the Deliveries with 1 month's written notice upon expiry of any Equipment warranty.

[6.13] Disputes on payment obligations do not entitle Customer to set off or withhold amounts, that are not disputed.

## 7. CANCELLATIONS OF PROFESSIONAL SERVICES

[7.1] If Professional Services are cancelled more than one week prior to the scheduled Delivery date, no payment will be charged.

[7.2] If cancellation occurs between two Working days and one week before the scheduled Delivery date, Customer will be charged 50% of the agreed payment for the agreed Professional Services.

[7.3] If cancellation occurs less than two Working days before the scheduled Delivery date, Customer will be charged the full payment for the agreed Professional Services.

## 8. RISK TRANSITION FOR DELIVERY OF EQUIPMENT

[8.1] Unless otherwise agreed, Customer has the risk for the Deliveries during shipment.

[8.2] If NetNordic arranges shipment, NetNordic has the risk until delivery to Customer.

[8.3] Customer is responsible for insurance of goods and Equipment valid from the transfer of risk.

[8.4] To the extent that a Service delivery requires, that NetNordic infrastructure is installed in Customer Locations (onsite), Customer is responsible for correct handling of such Equipment. NetNordic or NetNordic's subcontractors shall retain full ownership of the installed equipment.

[8.5] Customer shall be liable to NetNordic for damage or theft of such on-site Equipment and may not dispose of, sell, rent or pledge the Equipment belonging to NetNordic or NetNordic's subcontractors.

[8.6] Only NetNordic or NetNordic's subcontractors may conduct Service or Maintenance on on-site Equipment belonging to NetNordic or its subcontractors.

## 9. WARRANTY AND COMPLAINTS

[9.1] Unless otherwise agreed, NetNordic warrants, that Services are free from defects for a period of 3 months after the Delivery date. If NetNordic install the Equipment, the warranty period for Equipment starts on the Installation date and the warranty terms of the Manufacturer apply.

[9.2] For delivery of Services from Subcontractors or other thirdparties on behalf of NetNordic, Customer has the same rights towards NetNordic for such parts of the Deliveries as NetNordic has towards the Subcontractor/third-party according to their applicable terms and conditions including any applicable license terms.

[9.3] NetNordic's warranty liability does not cover conditions for which Customer has the risk, such as accident, fire, lightning, overvoltage, static electricity, water damage, environmental or climate conditions that don't comply with the Manufacturer specifications, or damage caused in connection with construction work. NetNordic is further not responsible for Customer's abnormal or unauthorized use of the Deliveries or use that is contrary to recommendations / guidelines given by NetNordic or the Manufacturer, including lack of configuration or updates of Equipment and software. NetNordic is also not responsible, if Customer makes changes, modifications of the Deliveries and/or connects the Deliveries with other Equipment, which is not approved by NetNordic.

[9.4] If Customer finds deficiencies in the Deliveries, Customer shall without undue delay and within 3 months from Delivery date complain in writing to NetNordic. If Customer wishes to complain about the Services, this must be done in writing within 14 days after the Service has been delivered. The complaint must contain a specified indication of the defect. If the complaint is not made in time, Customer's right with respect to the defect lapses, and NetNordic's work to correct the defect is billable.

[9.5] In the event of timely complaint regarding deficiencies, NetNordic has the right, at its own choice, to either carry out repairs / repairs, redelivery, or provide a proportionate price reduction.

[9.6] If there is a defect in the Deliveries and Customer has complained in time, cf. above, NetNordic covers the costs associated with repairing or replacing the Deliveries in question with the exception of shipping and insurance associated with transport of Equipment from Customer to the address NetNordic indicates for repair. Error correction will be made during Normal working hours. If Customer requires remediation outside Normal working hours or at Customer's Location, this will be billable according to NetNordic's rates c.f. 6.6, 6.7 and 6.8.

[9.7] For Services subject to agreed Service levels, Customer may notwithstanding the above complain about non-compliance of the agreed Service levels within 14 days after Service level report for the last period is received by Customer.

## 10. NETNORDIC LIABILITY TO PAY DAMAGES

[10.1] NetNordic shall be liable to pay damages for losses which Customer incurs in case of NetNordic's non-performance of its obligations under the Agreement subject to the limitations set out below.

[10.2] NetNordic shall not be liable for any loss caused by interruptions, disruptions or modifications in NetNordic's network and/or Services in connection with measures that are necessary for technical, maintenance or operational reasons or that are caused by the supervisory authorities.

[10.3] NetNordic shall not be liable for indirect loss, including operating loss, loss of profit or loss as a result of an agreement with a third party being revoked or breached. NetNordic shall further not be liable for loss suffered by a third party, including the Customer's end customers.

[10.4] NetNordic's liability under this Agreement is limited to an amount per claim or in the aggregated during any 12-months' period, equal to the total payments made by the Customer NetNordic Denmark A/S during the twelve (12) months before the month in which the damage occurred.

## 11. CHANGES AND VARIATIONS TO THE AGREEMENT

[11.1] Changes to the Agreement shall be signed by both Parties and added as a separate appendix to the Agreement.

[11.2] Change requests by Customer shall be in writing stating Customer's needs and requirements. NetNordic will respond to such change requests as soon as possible. A change is not considered accepted until confirmed in writing by both Parties.

Until then, the Agreement and the Parties' obligations hereunder remain unchanged.

[11.3] If the Agreement includes Equipment or software, that no longer are supported by the Manufacturer's Maintenance program, or the Manufacturer has terminated production of necessary components, NetNordic may require that such Equipment and/or software be excluded from the Agreement. In such a situation NetNordic is not financially responsible towards Customer for any necessary investments in new Equipment and/or software.

## 12. DURATION AND TERMINATION

[12.1] This section applies where the Agreement includes an ongoing Service delivery.

[12.2] The Agreement is valid from the signing of the Agreement. If no Agreement duration is agreed upon, the Agreement is valid 3 years from the date of Acceptance of the Solution during which time NetNordic is the exclusive supplier of the Services covered by the Agreement. After this initial duration, the Agreement is automatically extended for 1 year at a time, unless one of the Parties terminates the Agreement in writing no later than 3 months before the end of the duration.

[12.3] Upon termination, NetNordic's assistance to Customer shall be agreed separately. Such assistance is billable at NetNordic's standard rates and conditions.

[12.4] If the Agreement includes Equipment belonging to NetNordic on Customer's Location, data centre or in a thirdparty data centre, Customer is responsible of returning the Equipment to NetNordic within a month after expiry of the Agreement.

## 13. INTELLECTUAL PROPERTY AND 3RD PARTY RIGHTS

[13.1] NetNordic retains all intellectual property rights pertaining to NetNordic developed or created software and documentation. Notwithstanding the foregoing, Customer shall obtain exclusive rights to any specific software or documentation developed or created specifically for Customer at Customer's expense.

[13.2] Customer have the rights to use third-party Equipment and software in accordance with the license and general terms of use from the Manufacturer.

[13.3] Customer must use the delivered software together with the delivered Equipment and is not entitled to change the software and Equipment. Customer may backup the software in accordance with applicable law and license terms.

[13.4] NetNordic is responsible for that the delivered software or Equipment as part of the Deliveries do not infringe the intellectual property rights of third-parties. Customer is responsible ensuring, that software or Equipment purchased from another supplier do not infringe the intellectual property rights of third-parties. If Customer learns that the Deliveries violate the intellectual property rights of third parties, Customer is obliged to inform NetNordic immediately.

[13.5] In case of an infringement of third-parties' intellectual property rights, NetNordic is entitled, at its own discretion, either to grant Customer a continued right to use the software or

to bring the infringement to an end by modifying or replacing the software with other software, that has essentially the same functionality or terminate the Agreement with immediate effect for such software in exchange for a refund of the amount paid by Customer for this software. Customer cannot make further claims against NetNordic as a result of the above.

#### 14. DEFICIENCIES, SANCTIONS AND PENALTIES

[14.1] In the event of non-payment by Customer, NetNordic may terminate the Agreement with 30 days' written notice.

[14.2] If one of the Parties is in materially breach of its obligations under the Agreement, the other Party may, after giving the breaching Party a reasonable period of time to rectify the matter, terminate the Agreement with immediate effect for the future ("ex nunc").

#### 15. CONFIDENTIALITY

[15.1] Information, that the Parties exchange in connection with the Agreement, shall be treated as confidential and may not be shared with third-parties without the consent of the other Party. The duty of confidentiality does not apply for public or commonly known information. The Parties shall take the necessary precautions to prevent unauthorized third-parties access to confidential information.

[15.2] Each Party is responsible for the confidentiality being applied to own employees and third-parties acting on behalf of the Party.

[15.3] The duty of confidentiality also applies after the Agreement has been terminated.

[15.4] NetNordic has the right to inform about the Agreement upon approval from Customer. NetNordic may without approval from Customer include Customer and Customer's logo on a list of customers.

#### 16. FORCE MAJEURE

[16.1] If performance of the Agreement is completely or partially hindered due to Force Majeure, including subcontractors, the Parties' obligations are suspended to the extent relevant, and for as long as the Force Majeure event exists.

[16.2] Either of the Parties may terminate the Agreement without any notice if a Force Majeure event has lasted for more than a month.

#### 17. TRANSFER OF RIGHTS

[17.1] Rights and obligations under this Agreement may not in any way be transferred to others without the written consent of the other Party. Consent cannot be denied without objective reason.

[17.2] Notwithstanding the above, NetNordic may transfer the Agreement to another company within the NetNordic group of companies without Customer's consent. Changes in ownership structure are not considered a transfer.

[17.3] NetNordic is free to use factoring or otherwise transfer its rights to receive payments from Customer to a third party.

#### 18. GOVERNING LAW AND DISPUTE RESOLUTION

[18.1] The Parties' rights and obligations under the Agreement are governed in its entirety by Danish law. If a disagreement arises between the Parties, this must be resolved through negotiations. If disputes are not resolved amicably, either party may bring the dispute before the City Court of Copenhagen as first instance venue.