

Service Agreement

WN 91.9.702.0079-005
Revision B / English / Aug 01, 2018

This Service Agreement is made between

**Digiplex Norway AS
Selma Ellefsens Vei 1**

**N-0581 Oslo
Norway**

of the one part and (hereinafter referred to as the Customer)

and

**Piller Germany GmbH & Co. KG
Abgunst 24**

D-37520 Osterode am Harz/Germany

of the other part (hereinafter referred to as the Contractor) in respect of the Equipment as detailed in Schedule 1, and subject to the Contractor providing Maintenance Visits per annum with the work as specified in Schedule 2

The Service Agreement is subject to the Service Agreement Terms and Conditions PGINT/1216 attached herewith

Contract-No:	6440-0043-19	Customer-No.	1004825
SMS-No:	1451-05271		
Type of contract:	SVIZ	Service Agreement	
		Commencement Date:	01.06.2019
		Service Agreement	
		Expirey Date:	
No. of pages:	11	Office in charge:	Piller Germany GmbH Co. KG

	Contract-No.: 6440-0043-19
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Schedule 1	Contract-No.: 6440-0043-19		
Contacts / Responsibilities			
Customer-No.	1004825	Customer Data	
Site Address		Contact person	
Name	Digiplex Norway AS	Name, first name	Mr. Alexander Olsen
Name		Name, first name	
Street	Selma Ellefsens Vei 1	Telephone	
Postal code / ZIP	N-0581	Mobile/Cell	+47 922 07 109
Place	Oslo	Telefax	
Office in charge	Piller Germany GmbH Co. KG	E-Mail	aolsen@digiplex.com
Street	Abgunst 24	Contact person	
Postal Code, Place	37520 Osterode / Germany	Name, first name	
Telephone	+49 55 22 / 311 220	Name, first name	
Telefax	+49 55 22 / 311 587	Telephone	
Central Service	24h Hot-Line +49 (0) 5522/311 311	Mobile/Cell	
Piller Germany	Telephone +49 (0) 5522 / 311 593		
GmbH & Co. KG	Telephone +49 (0) 5522 / 311 220		
Abgunst 24	Fax +49 (0) 5522 / 311 587	Telefax	
37520 Osterode	service-hotline@piller.com	E-Mail	

1. The Equipment included within the Service Agreement					
Pos.	System	Type	System-No.	Serial-No.	VA-No.
1	Cleansource Flywheel cabinet	CS 225 i FW MMU 1 MMU 1		AP00281 31732 21032	
2	Cleansource Flywheel cabinet	CS 225 i FW MMU 1 MMU 1		AP00282 31734 21033	
3	Cleansource Flywheel cabinet Flywheel cabinet Flywheel cabinet	CS 750i Z series FW MMU 1 MMU 1 FW MMU 2 MMU 2 FW MMU 3 MMU 3		AP00317 31828 21094 31832 21100 32054 21282	

Schedule 1	Contract-No.: 6440-0043-19		
Contacts / Responsibilities			
Customer-No.	1004825	Customer Data	
Site Address		Contact person	
Name	Digiplex Norway AS	Name, first name	Digiplex Norway AS
Name		Name, first name	
Street	Selma Ellefsens Vei 1	Telephone	Selma Ellefsens Vei 1
Postal code / ZIP	N-0581	Mobile/Cell	N-0581
Place	Oslo	Telefax	Oslo
Office in charge	Piller Germany GmbH Co. KG	E-Mail	Piller Germany GmbH Co. KG
Street	Abgunst 24		Abgunst 24
Postal Code, Place	37520 Osterode / Germany	Contact person	37520 Osterode / Germany
Telephone	+49 55 22 / 311 220	Name, first name	+49 55 22 / 311 220
Telefax	+49 55 22 / 311 587	Name, first name	+49 55 22 / 311 587
Central Service	24h Hot-Line +49 (0) 5522/311 311	Telephone	
Piller Germany	Telephone +49 (0) 5522 / 311 593	Mobile/Cell	
GmbH & Co. KG	Telephone +49 (0) 5522 / 311 220		
Abgunst 24	Fax +49 (0) 5522 / 311 587	Telefax	
37520 Osterode	service-hotline@piller.com	E-Mail	

1. The Equipment included within the Service Agreement					
Pos.	System	Type	System-No.	Serial-No.	VA-No.
4	Cleansource	CS 750i Z series		AP00343	
	Flywheel	FW MMU 1		32053	
	cabinet	MMU 1		21281	
	Flywheel	FW MMU 2		32194	
	cabinet	MMU 2		5021415	
	Flywheel	FW MMU 3			
	cabinet	MMU 3			
5	Cleansource	CS 750i Z series		AP00344	
	Flywheel	FW MMU 1		31890	
	cabinet	MMU 1		21281	
	Flywheel	FW MMU 2		32048	
	cabinet	MMU 2		21286	
	Flywheel	FW MMU 3		32193	
	cabinet	MMU 3		5021416	
6	Cleansource	CS 750i Z series		AP00347	
	Flywheel	FW MMU 1		31583	
	cabinet	MMU 1		21958	
	Flywheel	FW MMU 2		31889	
	cabinet	MMU 2		21136	
	Flywheel	FW MMU 3		32189	
	cabinet	MMU 3		5021414	

Schedule 2

Contract-No.: 6440-0043-19

2. Maintenance Services:

2.1 Type of Cover and Working Hours Categories:



SVIZ –Maintenance Visits within normal working hours

(Monday – Friday, 08:00 a. m. to 05:00 p. m., except German public holidays)
for Equipment pos. no. 1 to 6 in Schedule 1.

Spare parts and repairs are not included in the Annual Contract Price.



SVAZ –Maintenance Visits outside normal working hours

(Monday - Sunday, 06:00 a. m. to 08:00 p.m. except German public holidays) for the Equipment
pos. no. in Schedule 1.

Spare parts and repairs are not included in the Annual Contract Price.



The execution of the minor inspection according to section 2.2. for the Equipment pos. no.
in Schedule 1

will be carried out within normal working hours,

(Mondays – Fridays between 08.00 a. m. to 05.00 p. m. except German public holidays)

**During the execution of the minor inspection no switching operations will be carried
out at the UPS-systems. The UPS-systems remain in normal UPS operation mode.**



SVAL – All-In - Maintenance Visits

(Monday - Friday, 08:00 a. m. to 05:00 p. m. except German public holidays)

Trouble shooting outside the period of Maintenance Visit attendance, as well as possibly needed
spare parts and repairs are included in the Annual Contract Price. This service does not cover any
damages, failures, spare parts or repairs of the Equipment caused by the Customer's and /or
Equipment owners failure to implement all releases and upgrades for the Equipment provided by the
Contractor for the Equipment pos. no. in Schedule 1.

The Service Agreement has to be agreed within three (3) months after commissioning/acceptance at
the latest.

Unless otherwise expressly agreed in writing, the costs for material, costs for batteries, diesel
generating sets and diesel installations/infrastructure are excluded. In addition, any parts which
exceed their expected lifetime, any parts failing due to improper handling or miss operation by the
Customer and/or third parties and any costs arising for transportation of units and removal and
replacement are also excluded.



SVR – On-Call Service

A 24 hour / 365 days service hotline including an on-call-service is available for the Customer.

Regarding the agreed Response Time for the Equipment

pos. no. in Schedule 1 refer to section 4.

The contract type SVR does not include any Maintenance Visits or inspection works.

Schedule 2

Contract-No.: 6440-0043-19

2.2. Scope of Work / Maintenance Visits:

- ☐ x yearly minor inspection according to checklist for Equipment
pos. no. in Schedule 1.
The following Checklist number(s) apply. (Checklists subject to change without notice):

During the execution of the minor inspection no switching operations will be carried out at the UPS-systems. The UPS-systems remain in normal UPS operation mode.

- ☒ 1 x yearly major inspection according to checklist for Equipment
pos. no. 1 to 6 in Schedule 1.
The following Checklist number(s) apply. (Checklists subject to change without notice):

91.9.175.2300 (APG)

For the realization of the aforementioned works, the UPS-systems have to be switched to zero-potential. The further supply of the Site load is only possible when an external bypass is available with the unprotected normal mains.

When several units are operating in redundant parallel mode, the parallel function test can be carried out only when all units of the parallel system will be available for this inspection at the same time. Due to the parallel test, for the further supply of the Site load it is necessary to switch the Site load to external bypass which will be the unprotected mains.

The checklists are attached as Attachment: 1.

The checklists will be filled in during the service and inspection works and forwarded to the Customer after completion.

2.3 Optional Services:

2.3.1 Battery System:

- ☐ x yearly battery test with Site load (max. 15 minutes/unit)
for Equipment pos. no. in Schedule 1.
- ☐ x yearly battery load test with mains feedback (max. 15 minutes/unit)
for Equipment pos. no. in Schedule 1.
Battery load test via mains feedback is only available for suitable UPS types. Customer switch gears on site must allow mains feedback.
- ☐ x yearly battery test with external kW load bank(s)
for Equipment pos. no. in Schedule 1.

Schedule 2

Contract-No.: 6440-0043-19

Continuation of 2.3.1 Battery System:

- ☐ x yearly battery service according to manufacturer's specification for Equipment pos. no. _____ in Schedule 1.
- ☐ In accordance with the specification of the battery manufacturer the described battery type in Schedule 1 has a service life of _____ years according to Eurobat. A yearly inspection by the Contractor and by assuming the observance of the operating parameters, this Service Agreement contains a rotational exchange of the battery blocks every _____ years.

2.3.2 Accessories:

- ☐ x yearly maintenance/inspection of the Diesel Generating Set and the Diesel switchgear according to manufacturer's specification for Equipment pos. no. _____ in Schedule 1. The Service Agreement provides the following manufacturer-specific maintenance levels:

The required material for the various maintenance levels, the lubricants and consumables of the Diesel Generating Set(s), as well as possible additional expenses which will exceed the aforementioned works on the maintenance levels are not included in the Annual Contract Price under section 6.

The maintenance cycles included in this Service Agreement are based on a maximum of 150 operating hours of the diesel engine(s) over a period of 12 month. Additional work which results from exceeding these maximum operating hours per year is not included in the Annual Contract Price under section 6.

The Service Agreement does not include any work on installed day- or underground diesel fuel tanks, the piping or the pump system and it is the Customer's responsibility to execute the necessary maintenance work on such equipment and piping by certified companies in accordance with all applicable laws, rules and regulations.

All additional work/material will be charged in addition to the Annual Contract Price at the then current rates of the Contractor's service price list set out in Schedule 3 of this Service Agreement.

- ☐ x yearly inspection of the external Piller UPS-switchgear

2.3.3 Options:

- ☐ x Maintenance/Inspection
- ☐ x Maintenance/Inspection

Schedule 2

Contract-No.: 6440-0043-19

3. Remote Monitoring:

- ☐ Remote Monitoring: With an installed and enabled Remote Monitoring System all equipment failures for Equipment pos. no. in Schedule 1 will cause an e-mail to the alarm control center of the Contractor. The e-mail includes all relevant data of the equipment's internal event recorder. In case of any failure, the Contractor is enabled to evaluate the transferred set-up and memory storage for fastest analysis, troubleshooting and support of the operator / the Contractor's service personnel.

The inclusion of the Contractor's Central Service hotline for the Equipment detailed in Schedule 1 including the aforementioned services will be charged additionally to the basic price, stated under section 6 with

€ per year

4. Service – Hotline and Response Time:

- ☒ The Service Agreement includes a 24 hour-Hotline-Service of the Contractor under telephone number:

→ + 49 55 22 - 311 311 ←

- ☐ The Service Agreement includes a response time of 24 hours.
- ☐ The Service Agreement includes a response time of 18 hours.
- ☐ The Service Agreement includes a response time of 12 hours.

The response time is defined as the time between the receipt of an emergency call in one of the Contractor's service centres, in its call centre, or in its 24 hours-on call service and the arrival of the Contractor's personnel on site.

- ☐ Deviating from the above mentioned times, the Service Agreement includes a reduced response time of hours.

To ensure the increased requirements of a reduced response time of hours, the Contractor will charge an additional expense allowance of

€ per year

Unless otherwise agreed, all visits under the emergency call-out service will be chargeable at the then current rates of the Contractor's service price list set out in Schedule 3 of the Service Agreement. The minimum charge will be based on a 4-hour period per Contractor representative. The schedule of rates at Schedule 3 is reviewed annually in the month of April.

Schedule 2

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5. Spare Parts Package:

- ☐ In the objective Service Agreement the delivery of a Standard Level Spare Parts Package is included, according to the enclosure no. (s). . The dispatch of the spare parts package will be carried out within thirty (30) days after the date of execution of the Service Agreement.

6. Annual Contract Price:

The price of this Service Agreement consists of the following unit prices:

Basic price (section 2) € 30.800,00 per year

Additional following options

Teleservice (section 3) € 0,00 per year

Reduction of response time (section 4) € 0,00 per year

Annual Contract Price € 30.800,00 per year

The Annual Contract Price includes all travelling expenses, accommodations and expense allowances for the yearly preventive maintenance. Also included in the Annual Contract Price are the required consumables for the proper service and inspection works e. g. greases, vacuum oil, cleaning agents and wet wipes, etc.

The Annual contract Price is exclusive of all taxes and duties which shall be payable in addition to the Contractor by the Customer.

Unless otherwise expressly agreed in writing, the following service is not included in the Service Agreement: any additional service not specified in Schedule 2, emergency call-outs and any visits to repair. Also excluded are all necessary operating materials and consumables for the function of the systems, e. g. diesel fuel, diesel oil, cooling agent, oil-, fuel-, or air filters, gaskets, helium gas, distilled water etc.. Additional service/material will be chargeable at the then current rates of the Contractor's service price list set out in Schedule 3 of the Service Agreement and the then valid spare parts price list. The minimum charge for additional service will be based on a 4-hour period per contractor representative.

Schedule 2

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7. Contractual Due Date:

- ☐ Monthly 1/12, corresponds to € 2.566,67, price stated under section 6
- ☐ Quarterly 1/4, corresponds to € 7.700,00, price stated under section 6
- ☒ Half-yearly 1/2, corresponds to € 15.400,00, price stated under section 6

The monthly, quarterly and half-yearly contractual due dates will be the anniversary day of the date of execution of the Service Agreement.

- ☐ Yearly, , after work done

8. Terms of Payment:

The payment of the amount stated in section 6 and any additional costs payable to the contractor under the Service Agreement is to be effected within thirty (30) days after date of the contractor's invoice, net.

- ☐ Diverging from the Customer's address on the cover page of the Service Agreement, the invoice should be sent to the following billing address:

Customer's Name:

Customer's Number:

Street

Postal Code/ZIP

Place:

Country:

For issuing an invoice a purchase order / order number of the Customer is

- ☐ not required
- ☒ required

Provided that an order number of the Customer is required to issue an invoice for the services according to clause 3, Schedule of Work, the Customer is obliged to promptly notify the Contractor thereof in writing after the conclusion of the contract or after the completion of any additional work. Any purchase order of the Customer shall mandatorily include the Contractor's service agreement number.

Invoices will be issued by the Contractor according to the clauses 7, Contractual Due Date, and 8, Terms of Payment. Order numbers of the Customer, which are available at the time of invoicing, will be shown on the Contractor's invoice. Missing purchase orders / order numbers of the Customer do not entitle the Customer either to reject the invoice due to missing information or to withhold the stipulated payment. Contractor's invoices, which have to be reissued subsequently upon request of the Customer due to missing information, will be charged with an administration fee of EURO 50,00 per invoice.

Schedule 2

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9. Contract start / Term of Contract:

This Service Agreement will commence on the Service Agreement Commencement Date and unless terminated earlier in accordance with the Service Agreement Terms and Conditions PGINT/1216 shall extend for a period of twelve months and expire on the Service Agreement Expiry Date. Where there is no Service Agreement Expiry Date the Service Agreement will automatically renew for consecutive periods of twelve months unless terminated in accordance with the Service Agreement Terms and Conditions PGINT/1216 or by either party giving written notice of termination of the Service Agreement to the other party at least thirty days before the end of each such further twelve month period.

10. Supplement:

- ☐ Further conditions of the Service Agreement and/or special arrangements are fixed in the Schedule(s) no. .

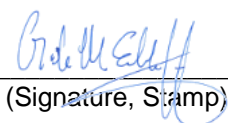
11. Date of issue: May 15, 2019

For and on behalf of the Customer:

For and on behalf of the Contractor:

Oslo 8/8-19

(Place, Date)



(Signature, Stamp)

Gisle M. Eckhoff

(Print name)

(Place, Date)

(Signature, Stamp)

(Print name)