

Specialist Contractor Agreement Framework

Site:

DigiPlex Fet AS
Heiaveien 9
Heia industriområde
1900 Fetsund
Norway

Specialist:

Stanley Security AS
Postboks 9376
Grønland, 0135 Oslo
Norway

Service:

Planned Preventative Maintenance
of Security equipment

DigiPlex	DigiPlex Fet AS Heiaveien 9 Heia industriområde 1900 Fetsund Norway	Quality Record System	Document Name: Specialist Maintenance Agreement
Originator: Markku Samuelsson	Document / Process Owner: Facility Manager	File: DFAS - Stanley-Security - 2015-03 Rev 0	
Document Number: OPS 7 021	Revision: None	Date: 20 March 2015	

Document Name:

Planned Preventative Maintenance of Security Equipment Continued

MAINTENANCE AGREEMENT

Dated January 2015

(1) **Stanley Security AS** (Contractor)
Postboks 9376 Grønland, 0135 Oslo
Org. no.: 983 445 349

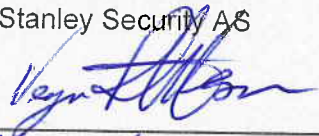
and

(2) **DigiPlex Fet AS.** (Client)
c/o Ulvenveien 89B, Oslo 0581, Norway
Org. no.: 912 189 287

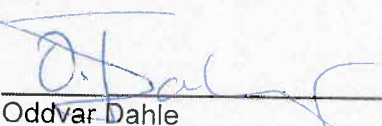
Principle Terms:

1. **Commencement Date** : 16/1 2015
2. **Anniversary Date** : 16/1 2020
3. **Service** : Planned Preventative Maintenance of Switchgear
4. **Equipment** : As per attached schedule
5. **Basic yearly Fee** : (Per Phase NOK 42 400)
All building NOK 254 200
Call out all building 75 972
6. **Payment Terms** : 30 days from invoice
Fees payable XX monthly in advance
7. **Emergency Call-Outs** : Within a maximum period of 4 hours
8. **Termination** : 90 days of written notice by either party
9. **Terms and Conditions** : As per attached schedule

For and on behalf of
Stanley Security AS


VEGAR KRISTOFFERSEN,
DRIFTS DIREKTØR.

For and on behalf of
DigiPlex Fet AS


Oddvar Dahle
Operations Director Norway

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List of assets to be maintained:

The following panels / systems are covered by this Agreement

All building

Type	Product code	Description
Access control	6401	247 card readers
Alarms: IR detectors Line detectors Magnet contacts Card readers with alarms	6101	64 alarm points
ITV	6301	171 Cameras
	6301	5 PTZ Cameras

Table 1

Preliminary handover and payment plan:

AREA	Cost plan per month until 01 March 2016	PLANNED TAKEOVER
Building A1		
Floor 1	3 534	16 January 2015
Floor 1	3 534	February 2015
Floor 2	7 068	13 March 2015
Floor 2	7 068	April 2015
Floor 3	10 602	01 June 2015
Floor 3	10 602	July 2015
Floor 3	10 602	August 2015
Building A2		
Floor 1	14 136	01 September 2015
Floor 1	14 136	October 2015
Floor 1	14 136	November 2015
Floor 2	17 670	01 December 2015
Floor 2	17 670	January 2016
Floor 2	17 670	February 2016
Floor 3	21 200	01 March 2016

The payment plan to be adjusted against real project handover dates if deviating more than 1 month from the payment plan.

The Service is assumed to be performed during normal business hours Mon-Friday 08-16.

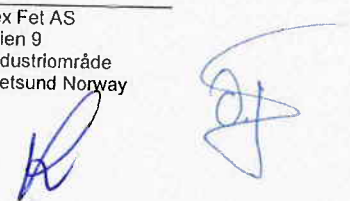
The service price is based on a continuous progress.

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Specialist Contractor Details:

Contractor's Name:

Stanley Security AS

Address:

Box 9376 Grønland, 0135 Oslo, Norway
Visit: Urtegata 9, 0187 Oslo

Telephone – Normal Hours:

0047 05 010 / 0047 24 04 60 00

Telephone – 24 hour emergency call out:

0047 05 010

e-Mail:

Kundesenter@sbdinc.com

Main Contact Names and Telephone Nos.:

No 1

Gøran Karlsrud
0047 908 60 175
goran.karlsrud@sbdinc.com

Mobile
e-Mail

No 2

No 3

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Inspection and Maintenance Plan A1-1

Maint' Task No.	Maintenance Task	Frequency
1	Warranty inspection <ul style="list-style-type: none">• Visual inspection of all parts listed.	Annual
2	Periodic inspection access control (product code 6401) <p>Periodic inspection conducted by the contractor shall be made once a year and include the following:</p> <ul style="list-style-type: none">• Function control of the plant, including: Power supply, batteries, watches, wiring, central units, PC / server (backup), controllers, card readers, door environment and by pass systems.• Necessary cleaning and adjustment of alarm sensors, power equipment according to the manufacturer's guidelines / recommendations and / or FG regulations.• Control of and training of responsible personnel and retraining when deemed necessary. . The training program is specified under heading "Training".• Control of structural or other circumstances that have affected / may affect the plant's operation.• Completion of functional and control order checks that form the basis for further safety assessment.• If necessary provide suggestions for improvement, modification or expansion of the plant.• According to FG (Insurers Approval Board) regulations, the client should appoint a responsible person to test / visual control the security plant at least once a month. Any errors should be reported to the contractor and entered in the control journal.	Annual

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3	<p>Periodic inspection alarm systems (product code 6101)</p> <p>Periodic inspection conducted by the contractor shall be conducted once a year and include the following:</p> <ul style="list-style-type: none">• Function control of the plant, including. Power supplies, alarm systems - / clocks, alarm transmitters and alarm network etc.• Necessary cleaning and adjustment of alarm sensors and power supply equipment, according to the manufacturer's guidelines / recommendations and / or FG regulations.• Control of and training of responsible personnel and retraining when deemed necessary. The training program is specified under heading "Training".• Control of structural or other circumstances that have affected / may affect the plant's operation.• Completion of functional and control order checks that form the basis for further safety assessment.• If necessary provide suggestions for improvement, modification or expansion of the plant.	Annual
4	<p>Periodic inspection ITV (product code 6301)</p> <p>Periodic inspection conducted by the contractor shall be made once a year and include the following:</p> <ul style="list-style-type: none">• Function control of the plant including: power supply, batteries, watches, wiring, central units, PC / server (backup), controllers, card readers, door environment and by pass systems.• Necessary cleaning and adjustment of "ITV parts", power equipment, according to the manufacturer's guidelines / recommendations and / or FG regulations,• Control of and training of responsible personnel and retraining when deemed necessary. . The training program is specified under heading "Training".• Control of structural or other circumstances that have affected / may affect the plant's operation.• Completion of functional check and control orders that form the basis for further safety assessment.• If necessary provide suggestions for improvement, modification or expansion of the plant.	Annual

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Schedule of Charges and Labour Rates:

For Building A1 Level 1 and central building			
	Labour Hours	Maint' Tasks Applicable	Charge
PPM Charge - A1:1	-	2,3,4	NOK 42 400
PPM Charge – All Building		2,3,4	NOK 254 400
	Response Time	4 hours (critical response)	
Emergency Service Charge	-	A1:1 NOK 12 662 All Building NOK 75 972 As schedule of charges and labour rates	

Time Periods	Mon-Fri	Saturday	Sunday	Other
Normal	06:00 - 16:00	-	-	-
Overtime Rate 1	16:00 – 21:00	06:00 to 16:00	-	-
Overtime Rate 2	21:00 – 06:00	16:00 – 06:00	00:00 - 24:00	00:00 - 24:00

Labour Rates	Engineer Grade	Normal Hours	Overtime Rate 1	Overtime Rate 2
Project Engineer	Technician	NOK 1 300 /hr	NOK 1 950 /hr	NOK 2 600 /hr

Additional Charges	Normal Hours	Overtime Rate 1	Overtime Rate 2
Call-Out Charge	NOK 1 300 /hr	NOK 1 950 /hr	NOK 2 600 /hr
Termination fee	Not applicable	Not applicable	Not applicable
Mileage	Not applicable	Not applicable	Not applicable
Minimum Charge	Not applicable	Not applicable	Not applicable
Materials Mark-Up	+ 0%		
Plant/Sub Contractor Mark-Up	+ 0%		

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Site Specific Information:

Key Site Details:

Facility Manager:

Tore Holmberg
DigiPlex Fet AS
Heiaveien 9, 1900 Fetsund, Norway
Mobile: 0047 906 84 022
e-Mail: tholmberg@digiplex.no

Operations Engineer:

Tommy Solberg
DigiPlex Fet AS
Heiaveien 9, 1900 Fetsund, Norway
Mobile: 0047 948 08 594
e-Mail: tsolberg@digiplex.no

Operations Director Norway:

Oddvar Dahle
DigiPlex Fet AS
Ulvenveien 89B, Oslo 0581, Norway
Mobile: 0047 954 12 830
Fax: 0047 23 20 78 71
e-Mail: odahle@digiplex.no

Access Arrangements:

Via front entrance, report to reception upon each visit.
Approved change control and work permit has to be obtained before work can commence at site; corresponding information has to be at the reception for reference otherwise access will be denied.

Hypoxic Environment:

The White Space areas (Data Halls and Meet Me Rooms) at DFAS are protected by a Hypoxic Fire Prevention System

The supply of hypoxic air is closely controlled to maintain an oxygen level in the white space areas of between 14.6 and 14.8%. This concentration of oxygen is safe for normally healthy persons.

However, all hypoxic environments are potentially dangerous, and precautions need to be taken if it is intended to have people enter such environments to undertake activities. Low oxygen levels are hard to detect without appropriate monitoring, and there is serious danger to human life where this is not done

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correctly. Therefore, all people entering the White Space hypoxic environment must be aware of the reduced oxygen level, of the risks and of the safeguards and the need to stick to them. They should know what the low- oxygen emergency alarm sounds like.

Onsite induction:

The Contractor should adhere to all relevant onsite controls outlined in the onsite induction and in the Safety Rules and Codes of Practice.

Site Access:

DigiPlex operates a secure data centre facility. All visitors must be pre-approved before access to site shall be given.

Risk Assessment:

DigiPlex operates a Safe System of Work on its sites using a proprietary web based tool known as e-Permit. All work on site is approved using this system. Suitable and sufficient Risk Assessments and Method Statements (RAMS) for all works must be provided in advance by the Contractor for Approval. The preferred method of submission is for the Contractor to be registered to the system to allow the submission of RAMS and access requests electronically. If the Contractor wishes to become registered on the system further details can be provided.

Alternatively, by agreement suitable and sufficient RAMS may be submitted by e-mail to the site Facility Manager for assessment.

Customer Change management:

DigiPlex operates a formal Change Management notification process with its customer. It is essential therefore that Service Visits take place on the agreed dates. The contractor is to contact the DigiPlex nominated site contact a minimum of seven days in advance of the agreed Service Visit date to confirm the visit and where necessary seek approvals for special working, etc.

Report:

The contractor is to provide fully completed Engineering Reports for all site work, this paperwork being authorised by both the contractor's Engineer and the DigiPlex site contact.

Security Details:

Security clearance will be required for all operatives who work on site. Proof of identification will be requested and may be retained whilst on site.

Parking Details:

Cars shall be parked only in spaces as directed by the site receptionist.

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Warranty:

The Contractor shall ensure that the maintenance services, inspections and tests are conducted in accordance with the manufacturer's stated guidelines to maintain the warranty.

Warranty period should start and correspond to the timelines stipulated in the special provisions of the "Technical Contractor Agreement" between DigiPlex Fet AS and GK Norge AS under NS8407 with project conditions detailed below.

The 5 years' notice of claims period in NS 8407 section 42.2.2, second paragraph is calculated from the last partial taking over, i.e. from the taking over of the entire contract work.

The Design and Build Contractor's warranties against defects are limited to what is stated in the terms of contract and service agreements of the suppliers. However, the Design and Build Contractor will try to obtain warranties against defects from the sub-suppliers of equipment and systems covering the entire notice of claims period mentioned in the forgoing paragraph, and with a right for the Client to have these guarantees assigned to him.



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Training:

The Contractor shall supply on-site training to the site based maintenance personnel on an annual basis as part of their maintenance tasks. This training shall include the following:

System overview.

System theory.

System as applied at DigiPlex, including:

Interface with other systems.

Safe systems of operation, including:

Personnel safety,
Business continuity/services uptime.

Inspection of the system.

Operational training, including:

Inspection,
Control/operation,
Maintenance requirements,
Fault conditions – including interrogation and re-setting.

Demonstration of the operators manual:

Practical/hands on.

Contact details including:

During normal working hours,
Out of normal working hours,
Escalation procedure.

Statutory and recommended third party inspection routines.

Questions and answers.



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Agreement Terms and Conditions:

The following provisions apply to this Agreement between DigiPlex Fet AS, hereinafter referred to as "Client", and the Contractor whose name and address appear in the Agreement, hereinafter referred to as the "Contractor".

1. Norwegian Sales of Goods Act: To the extent it is applicable and does not conflict with the terms and conditions of this Agreement, the terms and conditions of the Norwegian Sale of Goods Act apply to this Agreement, whether it is for goods, services or both. In case of conflict, the terms of this Agreement come before the non-mandatory provisions of the Act.

2. Offer and acceptance: This Agreement shall constitute an offer that is open for acceptance by Contractor for no more than thirty (30) days from its date. The Client may withdraw it at any time before Contractor accepts. The terms and conditions specified here shall apply notwithstanding any contrary provision or condition of Contractor's quotation or other practical or formal form of acceptance of this Agreement. Contractor's objections to any terms herein must be in writing specifically detailing the objections and received by the Client prior to acceptance. Issuance of Contractor's quotation or any other practical or formal form of acceptance shall be deemed acceptance of these terms and conditions. Instructions given in Norwegian or English shall be binding on the parties

3. Warranties: The Contractor warrants that it is professionally qualified to supply all goods and/or perform all services associated with this Agreement. All goods and services shall be first quality, free from faults, defects, liens and patent infringements, conform to the specifications set forth in this Agreement, and be subject to the Client's inspection. Neither the Client's inspection nor failure to inspect shall relieve Contractor of any obligations, representations or warranties hereunder. If goods or services fail to conform to the Client's specifications or are otherwise defective, Contractor shall promptly replace or correct them at Contractor's sole expense, and the Client may withhold payments until they are replaced or corrected to the Client's satisfaction. No payment for or acceptance of goods and services by the Client shall constitute waiver of any of the foregoing nor shall anything herein be construed to exclude or limit any of Contractor's mandatory and non-mandatory warranties implied by law. The Client may withhold a percentage of payment for the duration of the warranty period by agreement with the Contractor.

4. Payment terms and invoicing: The price quoted excludes all applicable taxes including VAT and includes delivery to the address specified in this Agreement. The Client normally will pay Contractor's invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified in this Agreement. The Client may make partial payments for goods and/or services to the extent that they are delivered and/or installed over time. In such case, final payment will be made within thirty (30) days of final delivery, installation and acceptance. No extra charges of any kind will be allowed for the Client's account unless specifically agreed to by the Client in writing. The Contractor must invoice in accordance with the instructions in the Agreement, dividing the charges as indicated and stating the order number, cost centre or project number as appropriate. The Client may delay payment of an invoice that is not in accordance with instructions at least thirty (30) days after such invoice is brought into accordance.

5. Work done on the Client's premises: The Contractor shall take reasonable steps to prevent property damage or personal injury during any work performed by any employees, agents, or subcontractors of Contractor on the Client's premises. The Contractor agrees to indemnify and hold harmless the Client from and against all loss, liability, and damages arising from or caused directly or indirectly by any act or omission, including negligence, of such employees, agents, etc. All materials furnished by the Client for use in the performance of this Agreement, whether on premises or not, shall remain the Client's property. The Contractor shall be liable for any business loss or disruption attributable to error, omission or negligence on his part.

6. Termination: (1) Either Party is entitled to terminate the Agreement, upon thirty (30) days written notice, if the other party fails to fulfil any of its material obligations under the Agreement; (2) Either party is entitled to terminate the Agreement immediately upon written notice if the other party or the other party's parent company becomes bankrupt or insolvent; (3) Goods and/or services described in the Agreement are to be supplied, delivered, performed and/or completed within the time constraints stipulated or otherwise as soon as possible. The Client may, upon thirty (30) days written notice, terminate this Agreement if the Contractor repeatedly fails to deliver the items or to perform the services within the time specified, to replace or correct defective goods or services, or to perform any of the other provisions of this Agreement.

7. Force Majeure: Neither party will be liable for any failure or delay in its performance under this Agreement due to Force Majeure.

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8. Assignment: No right or obligation under this Agreement shall be assigned by the Contractor without the Client's written consent. The Client may assign this Agreement if such assignment is considered necessary in connection with a sale of the Client's assets or shares. The Contractor shall not subcontract without the prior written consent of the Client.

9. Confidentiality: Each party agrees to take reasonable steps to prevent the duplication or disclosure of confidential information of the other party.

10. Governing Law: This Agreement shall be construed, interpreted and governed by Norwegian law. The ordinary courts in Oslo, Norway shall settle any dispute, controversy or claim arising out of or relating to the Order, or the breach, termination or invalidity hereof.

11. Entire Agreement: The entire agreement between the Client and Contractor is contained in this Agreement, except such terms as may be specifically incorporated by reference. No alleged oral promises or conditions not set forth here shall be binding upon the Client or Contractor, and any prior negotiations between the parties are merged herein. This Agreement cannot be modified or rescinded except by a writing signed by both parties. No waiver of breach or any other provision of this Agreement shall be deemed a waiver of any succeeding breach, nor shall such waiver be deemed to be a modification of the terms hereof.



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AREA	Cost plan per month PPM unntil 1 March 2016	Cost plan per month 4 hour call out	Total cost plan pr month unntil 1 March 2016	Planned takeover
Building A1				
Floor 1	3534	1055	4589	16 January 2015
Floor 1	3534	1055	4589	February 2015
Floor 2	7068	2110	9178	13 March 2015
Floor 2	7068	2110	9178	April 2015
Floor 3	10602	3165	13767	1 June 2015
Floor 3	10602	3165	13767	July 2015
Floor 3	10602	3165	13767	August 2015
Building A2				
Floor 1	14136	4220	18356	1. september 2015
Floor 1	14136	4220	18356	October 2015
Floor 1	14136	4220	18356	November 2015
Floor 2	17670	5275	22945	1 December 2015
Floor 2	17670	5275	22945	January 2016
Floor 2	17670	5275	22945	February 2016
Floor 3	21200	6330	27530	1 March 2016