

Service Agreement

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18. June 2017

DigiPlex Copenhagen 1 ApS
Holmbladsgade 142
2300 København S

Schneider Electric – IT Business
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thomas.mouritsen@schneider-electric.com
Offer no.
Installation no.
Your ref.
Our ref. Thomas Mouritsen

Service Agreement Galaxy VM 200 kVA UPS

Annual price: kr. 47.980,00 ex. vat

In order to ensure the maintenance of UPS installations, service agreement is concluded with preventive and maintenance service at fixed intervals. The contract is valid for 1 year and is automatically renewed, unless terminated 3 months before expiration. The above prices are adjusted to the price index prevailing at any time, cf. attachments with payment terms

The service agreement is based on the following:

Appendix: Schneider Electric General Conditions, Statement of work.

Start date: 01.04.18.

For Schneider Electric A/S

Date: 20/6 - 18

Thomas Mouritsen
Service Account Manager

DigiPlex Copenhagen 1 ApS

Date: 19.06.2018

Gisle M Eckhoff
CEO

Installation address:

DigiPlex Copenhagen 1 ApS
 Holmbladsgade 142
 2300 København S

Product	Model	Serial number
APC Galaxy VM 200 kVA	GVMPB200K225D	ID1439001080
APC Galaxy VM 200 kVA	GVMPB200K225D	ID1439001079
APC Galaxy VM 200 kVA	GVMPB200K225D	ID1436000034
APC Galaxy VM 200 kVA	GVMPB200K225D	ID1436000040

Maintenance Agreement –

1 years total subscription
 excl. VAT DKK

Advantage Plus:

1 annual maintenance inspection, technical support, software updates,
 but no spare parts and batteries. Call-out on account, engineer on site
 next business day.

47.980,00

General conditions for Schneider Electric AS' services

- 1. Conclusion of the agreement, subject-matter of the agreement**
 - 1.1. These general rules and conditions ("Conditions") for the provision of services apply to all services performed by Schneider Electric Danmark A/S for the other party ("the Customer"). Details of the scope of the services are specified in these general rules and conditions, in the main agreement between the parties.
 - 1.2. These conditions apply exclusively. Deviating, supplementary or conflicting conditions from the Customer do not apply, regardless of whether Schneider Electric fails to make any objections to them in the specific case. Conflicting conditions from the Customer do not apply in particular if Schneider Electric performs services ordered without the Customer's objections to the conditions or if Schneider Electric refers to correspondence that contains, confirms or mentions the Customer's conflicting conditions.
 - 1.3. Individual agreements concluded with the Customer in the relevant case (including side agreements, supplements and amendments) always take precedence over these conditions. A written contract and/or our written confirmation are/is decisive for the content of such agreements. However, in the event of a discrepancy between the provisions in the different documents and paragraphs 5.1-5.6 and 12.1-12.2 in the conditions, the conditions take precedence. Acceptance of a guarantee for specific properties/quality requires Schneider Electric's written confirmation in order to come into force.
- 2. Conclusion of contract**
 - 2.1. Without prejudice to an individual agreement, the agreement shall be concluded after two corresponding declarations, although no later than in connection with Schneider Electric's provision of the services.
 - 2.2. The dates or delivery deadlines and performance specified in the contracts are only binding if Schneider Electric has confirmed this in writing. All quotations submitted by Schneider Electric are not binding, unless otherwise expressly stated in the quotation.
- 3. Changes to the scope of the services**
 - 3.1. Schneider Electric may change the services in cases where the changes a) are legal requirements, government decisions or safety regulations; or b) do not materially affect the quality of the services; and c) are accepted by the Customer.
- 4. The Customer's duty to cooperate**
 - 4.1. The Customer undertakes to offer full support to Schneider Electric in the provision of services, in particular to provide the information, data and materials that Schneider Electric has to use in order to provide the services in the format and time frame agreed between the parties.
 - 4.2. The Customer shall designate at least one employee who works at the installation location for the delivery of services as contact person for Schneider Electric. Schneider Electric shall be informed if there are any changes with regard to this contact. The contact person shall have experience with the subject of the services provided. The contact person is the only person entitled to register faults.
 - 4.3. The Customer is obliged to create backup copies of data on a regular basis in accordance with good business practice. The Customer shall in particular, before each installation and/or access by Schneider Electric, perform a complete backup of all systems and application data. The backup copy of data shall be stored in such a way that data can be regenerated at any time.
- 5. Period for delivery and execution, delay**
 - 5.1. To the extent that partial delivery is reasonable for the Customer, Schneider Electric is entitled to partial delivery.
 - 5.2. Delivery deadlines are only binding if Schneider Electric expressly confirms this in writing. A delivery deadline starts after the rectification of all necessary technical problems relevant for the provision of services.
 - 5.3. Schneider Electric is entitled to withhold deliveries and services if the Customer fails to meet its contractual obligations in a timely and proper manner, which relates in particular to the failure to perform advance payment agreed with Schneider Electric in a timely manner or failure to meet the Customer's obligation to collaborate that is required in order that Schneider Electric can provide services in full and in a timely manner.
 - 5.4. In the event of any forms of force majeure, Schneider Electric is entitled to defer the provision of services by the duration of the obstacle. The same also applies if Schneider Electric is defective in the provision of its services. Instances of force majeure are any events that are not due to Schneider Electric and that temporarily prevent or unreasonably delay the provision of services, in particular legal strikes or legal lockouts, delayed delivery to Schneider Electric for which Schneider Electric is not responsible, official measures, import and export bans, lack of energy or raw materials, as well as war. If an obstacle as described in paragraph 5.4 lasts for longer than three months, both parties have the right to terminate the agreement when the parties have agreed a suitable period of grace.
- 6. Delivery**
 - 6.1. If the parties have agreed a delivery procedure for services, delivery shall take place in accordance with this procedure. Unless otherwise specifically agreed in the contract and the acceptance of services is required, the following provisions apply:
 - 6.2. Schneider Electric shall notify the Customer of services that are ready for delivery.
 - 6.3. Delivery shall be documented in a formal memorandum signed by both parties. The Customer shall review items/services thoroughly upon delivery. Minor deficiencies/faults shall not prevent the delivery of services, but shall be rectified as part of the guarantee. Such deficiencies shall be documented as in the memorandum.
 - 6.4. If the Customer justifiably declines to accept the delivery because of deficiencies, Schneider Electric shall rectify the faults that are preventing acceptance without undue delay and shall submit the relevant services for acceptance once more.
 - 6.5. If the Customer delays in the declaration of acceptance of the delivery, Schneider Electric may propose a two-week period of grace for the written acceptance as described in paragraph 6.6 below. The services are considered to have been accepted after the expiry of this period of grace.
 - 6.6. Furthermore, if the Customer uses the services for purposes other than testing purposes, this is also considered to constitute acceptance of the services.
 - 6.7. Schneider Electric is entitled to withhold services in the event that the Customer fails to accept delivery of or make payment for the services.

7. The parties' collaboration and obligations

- 7.1. The parties undertake to collaborate with one another thoroughly and effectively, in the context of which the Customer's personnel-related, organisational, expert and technical responsibility is important. The obligations apply in particular to:
- 7.1.1. delivering correct records, documentation and information required in order to provide the services, in particular in respect of available systems, equipment, computer programs and parts of computer programs that are intended to work together with the services delivered;
 - 7.1.2. making available necessary operational offices and materials;
 - 7.1.3. making available test plans and test data, as well as preparing and making the test environment available;
 - 7.1.4. making all systems, equipment and qualified personnel available for collaboration at the party's own expense to the extent necessary to provide services;
 - 7.1.5. meeting obligations on time, carrying out measures on time and submitting declarations in a timely manner.
- 7.2. The Customer shall perform an analysis of the system environment to the greatest possible extent before registering a fault, in order to make sure that the fault is not due to system components covered by this agreement.
- 7.3. The Customer undertakes to install updates and carry out other measures to rectify the fault without undue delay.
- 7.4. The Customer shall make sure that Schneider Electric has the right to use systems belonging to a third party to the extent necessary to provide services under this agreement.
- 7.5. If the Customer fails to perform activities for which the Customer is responsible, Schneider Electric's obligations that cannot be performed without these activities or only through incurring disproportionate additional costs shall be stopped for the duration of such a failure. Extra costs incurred as a consequence of this shall be repaid by the Customer to Schneider Electric in addition to the agreed fees for the rates per working day/hourly rates depending on the circumstances in each instance.

8. Fee

- 8.1. The fees for the services are set out in the agreement. Schneider Electric's fee will be subject to an annual indexation process. This first indexation will be performed at the end of the first year from the commencement of the agreement.
- 8.2. Services outside the agreed scope or the subject-matter of the agreement shall be paid for separately by the Customer. Schneider Electric's rates are applied here depending on the prevailing circumstances.
- 8.3. Schneider Electric invoices the fees to the Customer in accordance with the payment plan set out in the contract. Invoices shall be paid without any deduction within netto + 20 days of the invoice date.
- 8.4. If the Customer fails to make payment, the Customer shall pay statutory interest on arrears.
- 8.5. Unless otherwise expressly stated, all amounts in the contract are net amounts, i.e. excluding Value Added Tax. Schneider Electric shall specify the rates and the amount of VAT separately on the invoice.
- 8.6. The Customer is only entitled to a set-off claim if the Customer's counter claim is legally binding in court, undisputed and acknowledged by Schneider Electric. The Customer is entitled to exercise its lien or right of refusal for performance with regard to counter claims arising from the same contractual relationship. In the case of an ongoing business relationship, each individual order is dealt with as a separate contractual relationship.
- 8.7. Schneider Electric's obligation to provide services is suspended in the event of late payment from the Customer.

9. Guarantee against material defects

- 9.1. Schneider Electric guarantees that the services are in accordance with the contract. A complaint under the guarantee is excluded in the event of small or insignificant deviations from the agreed or accepted property and in the event of an insignificant deterioration in their usability. Product descriptions shall not be considered to constitute a guarantee, unless the parties have expressly agreed such a guarantee in writing.
- 9.2. If the Customer submits a claim based on a breach, Schneider Electric has the right to choose between rectifying the defect, a replacement delivery or replacement of services. If the fault has not been rectified within the first deadline and the Customer has given Schneider Electric an adequate second deadline, which has expired without success; or if a sufficient number of attempts have been made to rectify the defects, replacement deliveries or services have failed, the Customer may, at its own discretion, subject to legal provisions, terminate this agreement or reduce the price and claim compensation or receive compensation for costs incurred. The defect may be rectified by means of the delivery or installation of new software versions or a workaround.
- 9.3. Defects shall be reported in writing with an understandable description of the symptoms of the fault, possibly documented in the form of written records, printouts or other documents that depict the defects. Notification of the defect should make it possible to reproduce the fault. This does not affect the Customer's legal obligations to inspect and provide information about defects.
- 9.4. The Customer shall inspect the products/services supplier without delay for damage in transit or other visible defects and save relevant documentation.
- 9.5. If the defect is caused by defective products from a supplier and the supplier is not a representative agent of Schneider Electric, and Schneider Electric is primarily forwarding a third party's product to the Customer, Schneider Electric's guarantee is limited to the transfer of its guarantee claim against the supplier. This does not apply if the defect is due to Schneider Electric's incorrect handling of the supplier's product. If the Customer is not able to make its claim against the supplier out of court, Schneider Electric's underlying guarantee remains unaffected.
- 9.6. Schneider Electric's guarantees are cancelled if changes or additions to the subject-matter of the agreement are made by the Customer itself or through a third party, unless the Customer can show that the change or addition did not cause the defect. Nor may Schneider Electric be held responsible for defects caused by incorrect use or operation or the use of unsuitable means of operation by the Customer.
- 9.7. Schneider Electric may decline to rectify defects or to deliver replacements until the Customer has paid fees owed, a small amount suitable in relation to the defect.

10. Guarantee against defects in the designation

- 10.1. Schneider Electric guarantees that services provided by Schneider Electric are free of third-party rights that prevent use in accordance with the agreement. Exceptions from this are suspensions of designation that are customary in the trade.
- 10.2. If a third party is entitled to such rights and pursues these, Schneider Electric shall take the necessary action to defend the third party's rights, which the Customer has claimed, at its own expense. The Customer shall inform Schneider Electric in writing without delay if a third party claims these rights and shall provide Schneider Electric with the rights and authorisations necessary to defend the third party's rights.
- 10.3. If there are defects in designations, Schneider Electric is (a) entitled at its discretion either to (i) take legitimate action to dispose of the third party's rights, that affects the contractual use of the subject-matter of the agreement, or (ii) remove the enforcement of these requirements or (iii) to change or replace the subject-matter of the agreement in such a way that it no

- longer infringes the third party's rights, on the condition and to the extent that this does not significantly worsen the guaranteed function of the subject-matter of the agreement, and (b) obliged to reimburse the Customer for its necessary refundable costs incurred by the Customer in enforcing the legal requirements.
- 10.4. If the correction of the defect in accordance with paragraph 3 is not possible within a reasonable period defined by the Customer, the Customer may at its own discretion, subject to legal provisions, terminate this agreement or reduce the price and demand compensation.
- 10.5. In all other respects, paragraph 9 and paragraphs 7 and 8 apply as a consequence of this.
- 11. Maintenance and support**
- 11.1. Schneider Electric shall provide maintenance and support services to the extent set out in the contract. The Customer's rights under paragraphs 9 and 10 in these Conditions are not affected. Unless otherwise expressly stated in the contract, Schneider Electric shall provide the following services:
- 11.1.1. advisory and support services in connection with the functions in the subject-matter of the agreement;
- 11.1.2. handling of defects that have arisen during the appropriate use of the subject-matter of the agreement or clearly show this in the relevant documentation;
- 11.1.3. provision of updates and/or upgrades.
- 11.2. The scope of the services also includes the handling of defects or other faults of which Schneider Electric becomes aware independently of the Customer's usage.
- 11.3. Services will be provided during operational periods as agreed in the contract. Unless otherwise agreed, the availability of 24/7 support is determined on the basis of Central European Time and/or Central European Summer Time.
- 11.4. The response time for Schneider Electric agreed in the contract starts after the receipt of a detailed description of the defect, including the defect, service components involved and measures already initiated to rectify the defects. The description shall be sent by email or in another way agreed between the parties in the contract. The response time is understood to be the period in which Schneider Electric starts to perform services. The response time shall be suspended outside the times for support availability agreed in the contract.
- 12. Liability and damages**
- 12.1. There is nothing in this agreement that limits or excludes Schneider Electric's liability for gross negligence or intentional misconduct or other forms of liability that cannot be limited or excluded by current legislation.
- 12.2. The following provisions apply to Schneider Electric's liability (including liability for its employees, agents and subcontractors) whether it occurs as a result of indemnity or in contract, guarantee, breach of civil law (including negligence), statutory negligence, or in some other way:
- a) Schneider Electric cannot be held liable for the Customer's loss of earnings, loss of agreements or contracts, loss of expected savings, loss of or damage to goodwill, loss of use or corruption of software, data or information (regardless of whether this is considered a direct or indirect loss) or any other indirect loss of earnings.
- b) Schneider Electric's overall liability to the Customer is limited to an amount corresponding to the amounts requested from the Customer for the relevant services in the year during which the liability arises, excluding taxes.
- 13. Time limitation**
- 13.1. The period of limitation for any claims by the Customer is governed by Danish law.
- 13.2. Schneider Electric's guarantees apply for 12 months and commence in connection with the delivery of services. The Customer cannot pursue a claim under guarantee after this date.
- 14. Conditions for the agreement and termination**
- 14.1. This agreement comes into force with effect from the agreed date and remains valid for the first period specified in the contract. After the expiry of the first period, the agreement shall be renewed for 12 months at a time unless the agreement is terminated by one of the parties, observing a period of notice of three months until the end of the first period. The agreement will automatically expire without notice after three years.
- 14.2. The right to statutory termination without notice of the reason remains unaffected.
- 14.3. In particular, Schneider Electric is entitled to terminate the agreement with immediate effect in the event of late payment from the Customer for (i) two consecutive months for a significant amount or (ii) more than two months for an amount equivalent to the invoice amount for two months.
- 14.4. If the Customer terminates the agreement with legal effect for a good cause for which Schneider Electric is not responsible, the Customer shall pay for the services performed by Schneider Electric until termination, regardless of whether partial payments have been agreed for the partly performed services until this time. The Customer is also obliged to pay a one-off amount upon termination of 40 per cent of the difference between the agreed total amount in the contract and the partial payments that shall take place in accordance with point 1, unless the Customer can prove that the amount lost by Schneider Electric as a result of the termination is lower. Schneider Electric reserves the right to claim a higher amount if the damages incurred by the termination exceed the termination payment. If Schneider Electric has authorised suppliers to provide services and is obliged to make a termination payment as a result of the Customer's termination, the Customer is obliged to repay the termination payment made to the suppliers.
- 15. Duty of confidentiality**
- 15.1. The parties agree to keep all confidential information that they have become acquainted with during the performance of this agreement in the strictest confidence and only to use such information for the contractually agreed purposes. Confidential information under this provision is understood to mean information, documents, details and data that are labelled as confidential or are considered to be confidential in their nature. Schneider Electric undertakes to provide only those employees who have been entrusted with the provision of the service during the course of this agreement with access to the Customer's confidential information. At the request of the other party, both parties undertake to require that their employees sign a suitable declaration of confidentiality and also undertake to present this to the other party. The parties may not apply to register intellectual property rights relating to the other party's confidential information.
- 15.2. If a public authority requests confidential information under the above definition, the other party shall immediately be informed before the information is delivered to the public authority.
- 15.3. The rights and obligations under this paragraph 15 remain unaffected by the termination of the agreement. Both parties undertake to allow the other party to return or destroy the other party's confidential information upon termination of the agreement, to the extent that such information still exists.
- 16. Closing provisions**
- 16.1. Schneider Electric has the right to engage subcontractors to perform its obligations under this agreement. In such cases, Schneider Electric is responsible for the actions and omissions of these subcontractors.
- 16.2. The Customer does not have the right to assign or transfer the agreement or rights under this agreement to a third party without the prior written consent of Schneider Electric.

- 16.3. This agreement is governed by legislation in Denmark. The provisions of Danish international civil law and the UN's Convention on Contracts for the International Sale of Goods dated 11 April 1980 do not apply.
- 16.4. If there are any disputes arising from the agreement, the parties shall attempt to resolve these through negotiation. If such negotiations fail, either party may bring the case before the general courts in Denmark.
- 16.5. The parties agree that the competent courts for Schneider Electric's domicile shall have exclusive jurisdiction over all disputes arising from and in connection with this agreement, on the condition that the Customer is a business operator as defined in HGB, or if a legal case is initiated, the Customer does not need to conduct business in Denmark.
- 16.6. The invalidity of individual provisions of this agreement does not affect the validity of the other provisions. In such a case, the parties undertake to reach agreement on a valid provision that is closest to the financial purpose and intent of the invalid provision. The same applies to the closure of any holes in the agreement.
- 17. Intellectual property rights
 - 17.1 In connection with full payment of the price for services and other parts, Schneider Electric grants the Customer a limited, non-exclusive, non-transferable licence to use documents and drawings delivered by Schneider Electric under this agreement exclusively for the purpose of operating and maintaining the equipment. Any right to produce spare parts is hereby excluded.
 - 17.2 The technology and knowledge, regardless of whether or not it is patented, that is incorporated in the equipment and all the industrial and intellectual property rights related to the equipment and associated documents and drawings, are and shall continue to be the exclusive property of Schneider Electric. Any information in connection with this shall be protected by the Customer as Schneider Electric's confidential information (including all information specified in drawings and made for the Customer). The Customer therefore undertakes not to communicate this confidential information to a third party.