

## SERVICE LEVEL AGREEMENT

**Agreement no.** DA 6216 - Nr.: 8214 revision 24-01-2020

between

**Customer:** *DigiPlex Copenhagen 1 Aps*  
Holmbladsgade 142  
2300 København S  
CVR: 39387077

**Contact:** *Mark Kjeldstrøm*

Facility address/  
Location: See the list of appendices at the end of the Agreement

<b>Supplier:</b>	<b>Coromatic A/S</b>	<b>Coromatic A/S</b>	<b>Coromatic A/S</b>
<b>CVR no.</b> 30243005	<b>Præstemarksvej 17</b>	<b>Agerhatten 5</b>	<b>Hjulgagervej 11D</b>
	<b>DK-4000 Roskilde</b>	<b>DK-5220 Odense SØ</b>	<b>DK-7100 Vejle</b>

Alarm telephone no. +45 88163400

### The Agreement concerns the following items:

Appendix:	Included in the Agreement
1. Emergency power facility (UPS)	No
2. Cooling facility	No
3. <b>Generator facility</b>	<b>Yes</b>
4. Cleaning of datacenter	No
5. Fire fighting/fire detection	No
6. Operating alarm (combined control facility/access control system)	No
7. Ventilation system	No
8. Thermographic survey	No
9. Inspection/patrols	No
10. Tank certification/inspection	No
11. Alarm control with callout/monitoring	No

### Description:

In order to maintain a safe operating environment, the facility and its associated functions will be regularly inspected, as well as undergoing preventive maintenance and servicing at fixed intervals. (See the list of appendices at the end of the Agreement)

**Equipment and services:** See the list of appendices at the end of the Agreement.

**Effective date:** See the list of appendices at the end of the Agreement.

The Agreement is binding for a period of twelve (12) months, at the end of which the Agreement may be terminated at any time, with three (3) months' prior notice to the first of the month, due allowance being made however for any fixed agreement period.

This Agreement has been drawn up in two identical copies, each Party retaining one copy.

**Billing address if different from first page:****Customer name:**

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Billing address:

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Customer zip code and town/city:

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CVR:

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Requisition no. applying to this Agreement: NEW Po's every year 

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**Recipient of various reports:**

Contact:

Mobile:

E-mail:

Mark Kjeldstrøm

23325318

mkjeldstrom@digiplex.com

Sten Jensen 

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 22850301 

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sijensen@digiplex.com

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**Contact when servicing has to be performed or for service callout, if different from report recipient:**

Contact:

Direct line:

Mobile:

E-mail:

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**Appendix requiring signature for DA 6216 - Nr.: 8214 revision 24-01-2020**

Price agreement based on list of appendices for the specified units.

Yearly price transferred from list of appendices: DKK 24.941,23 excluding VAT

**UPS & Genset**

The prices are in DKK excluding VAT and stated for net price index

**Signatures:**

Place: *København* date: *24* / *1* 2020 Place: Roskilde date: 24-01-2020



For the Customer  
Mark Kjeldstrøm



For Coromatic A/S  
Søren Schelhase

*DIGIPLEX COPENHAGEN 1 APS*  
CAPITOL LETTERS

## **Agreement terms and conditions**

### **1. General**

This Service Agreement is made between *the Customer*, as stated on the front page of the Agreement, and Coromatic A/S (hereinafter *Coromatic*) and covers only those matters set out in this Agreement. Neither Party may assign this Agreement to a third party without the written acceptance of the other.

### **2. Coromatic's obligations**

#### **2.1 Service telephone line**

During the term of this Agreement, *Coromatic* undertakes to maintain 24-hour staffing of a service telephone line on the number 66 17 62 60 or 88 16 34 00 on weekdays within normal working hours, or an emergency telephone line on number 88 16 34 00 outside normal working hours.

#### **2.2 Confidentiality**

*Coromatic* must at all times observe confidentiality with regard to any matters relating to *the Customer* as might come to *Coromatic's* attention during performance of this Agreement.

#### **2.3 Callout time**

In the event of faults or interruptions in operation, *Coromatic* will make available a specialist for assistance at the location address, within the agreed maximum callout time, described in more detail in the specification at the end of the Agreement. Callout time is to be calculated from the time the call is made.

#### **2.4 Preventive maintenance service**

- 2.4.1 Scheduled preventive maintenance on all equipment covered by this Agreement will be performed by authorized technicians on each type of equipment in accordance with the manufacturer's instructions, described in more detail in the appendices which follow.
- 2.4.2 During the scheduled maintenance inspection, the general condition of the facility will be inspected, as regards loading, changes, values, temperature, etc.
- 2.4.3 During each service visit, a check will be carried out to ensure there are no circumstances which might result in deterioration in the expected performance of the equipment.
- 2.4.4 All scheduled inspection and control tasks described in this Agreement will be performed within normal working hours on weekdays between 8 am and 4 pm, unless otherwise stated in the specification at the end of the Agreement.
- 2.4.5 Once the service has been completed a service report will be produced for *the Customer*. The report will indicate any repairs that have been undertaken or proposals for such repairs.
- 2.4.6 Repair or replacement with spare parts shall take place subject to an assessment of reliability and in accordance with the manufacturer's instructions as well as cost considerations, in consultation with *the Customer*.

#### **2.5 Callout/emergency service**

- 2.5.1 If faults or interruptions in operation occur, a specialist from *Coromatic* will be called out, cf. clause 2.1 Service telephone line.
- 2.5.2 Costs in connection with unscheduled service callout will be billed on a time basis, with a minimum of three (3) working hours being billed, unless otherwise stated in the specification at the end of the Agreement.
- 2.5.3 A service report will be produced for *the Customer*.

#### **2.6 Coromatic's organization etc.**

*Coromatic* shall maintain an organization and response team with suitable qualified and competent staff so as to be able to perform the work described in the Service Agreement. *Coromatic* shall carry out all service work in a professional manner.

#### **2.7 Subcontractors**

- 2.7.1 *Coromatic* may use subcontractors to perform the work described in the Service Agreement.
- 2.7.2 *Coromatic* is responsible for the work of its subcontractors to the same degree as for its own work.

#### **2.8 Provisos:**

*Coromatic* reserves the right to supply spare parts for equipment of makes for which *Coromatic* is not an agent.

### 3. **The Customer's obligations**

- 3.1.1 If, for reasons due to *the Customer*, it is not possible to carry out the agreed service, *Coromatic* shall be notified accordingly with at least 24 hours' advance notice. *The Customer* will otherwise have to bear the costs of a service visit which serves no purpose.
- 3.1.2 *The Customer* will bear all costs arising from incorrect use of the equipment.
- 3.1.3 *The Customer* shall immediately inform *Coromatic* of any faults or irregularities that occur on the equipment named in the Agreement.
- 3.1.4 During performance of servicing work *the Customer* is responsible for the necessary operation/handling of equipment that is not covered by the Service Agreement.
- 3.1.5 *The Customer* undertakes to refrain from permitting persons other than *Coromatic's* personnel to modify or maintain the facility without *Coromatic's* consent.

### 4. **Costs**

- 4.1.1 The annual agreement amount is set out on page 1 of the Agreement.
- 4.1.2 The agreement amount becomes due for payment in advance on the anniversary of the effective commencement of the Agreement.
- 4.1.3 Agreement and service prices will be adjusted once a year in accordance with the net price index of Statistics Denmark. Adjustment of prices will be based on the net price index for the January of the current year. The agreement amount is calculated on the basis of the net price index of the January of the year in which the Agreement is signed.
- 4.1.4 Spare parts and working hours will be billed in accordance with the applicable price list, unless otherwise stated in the specification at the end of the agreement.
- 4.1.5 All amounts are expressed in DKK excluding VAT.
- 4.1.6 *Coromatic's* normal terms and conditions of payment apply.

### 5. **Term of the Agreement/Termination**

#### 5.1 **Term of the Agreement**

- 5.1.1 This Agreement shall run for an indefinite period for one year at a time from its effective date (cf. page 1 of the Agreement). Where a different term for the Agreement is indicated on page 1 of the latter, this shall be the valid term, and *Coromatic* will then invite *the Customer* to negotiations no later than three (3) months prior to the end of that term.
- 5.1.2 The Agreement shall be renegotiated in the event of a change in the size of the facility.

#### 5.2 **Termination**

- 5.2.1 The Agreement may be terminated in writing by either Party with three (3) months' notice before expiry of the term of the Agreement.  
*Coromatic* is not obliged to refund any agreement amount which has been paid in advance.  
*Coromatic* reserves the right to bill the remaining period of a period-defined Agreement if this is terminated before the end of the contractual term of the Agreement.
- 5.2.2 If *Coromatic* discovers that the equipment stated in the Agreement is being neglected and/or its proper functioning requires relocation, repair, replacement, etc., *the Customer* shall be informed accordingly. If *the Customer* has not complied with the recommendation within one (1) month, *Coromatic* is entitled to cancel or renegotiate the Agreement.
- 5.2.3 Notwithstanding the content of this Agreement, *Coromatic* is at liberty to cancel the Agreement if payment is outstanding. In such a case, all *Coromatic's* obligations will be deemed null and void.
- 5.2.4 Where *Coromatic* cancels the Agreement due to an infringement by *the Customer*, *Coromatic* will not be obliged to refund any agreement amount which has been paid in advance.
- 5.2.5 Either Party is entitled to terminate the Agreement subsequent to an infringement by the other. Prior to termination, the Party that is not guilty of infringement shall notify in writing the Party that is guilty of infringement, detailing the infringement and giving the latter not less than 14 days to remedy the infringement, provided the infringement in question so allows. If the infringement has not been remedied by the end of this time limit, the Party which is not guilty of infringement may terminate the Agreement without further notice.

### 6. **Liability**

- 6.1.1 *Coromatic* does not accept any liability for operating loss, loss of time, indirect loss or damage caused by the equipment named in the agreement, unless this is due to *Coromatic* infringing applicable laws.
- 6.1.2 *Coromatic* is liable for personal injury or death if it can be shown that the accident is due to an infringement by *Coromatic* of applicable laws in connection with the performance of technical servicing. The maximum compensation in the event of personal injury and/or material damage will be calculated on the basis of the statutory product liability insurance *Coromatic* holds at any given time.

- 6.1.3 *Coromatic* is not liable for the equipment named in the agreement or any accident which has arisen if *the Customer* has undertaken structural changes to it. Equally, all liability lapses if a supplier other than those approved by *Coromatic* has performed servicing on the aforementioned equipment.

## **7. Force majeure**

- 7.1.1 Where *Coromatic* or *the Customer* are unable to meet their obligations either in whole or in part due to force majeure, the requirement on the relevant Party under the Service Agreement to meet those obligations will be suspended for as long as and to the extent that the impediment to meeting them exists. The Party in question shall immediately inform the other Party of the matter, including communicating to it the more specific details and the anticipated duration of force majeure. The Party in question shall attempt to overcome the force majeure situation as quickly as possible. Force majeure refers to circumstances which arise after the contract has been entered into and which are outside the control of the Party in question, provided the Party in question has shown the requisite care, and the circumstances could not reasonably have been overcome.
- 7.1.2 The following circumstances shall always be considered cases of force majeure, provided the above criteria have been met:  
Extraordinary natural events, antisocial acts, wars, fire, and labor disputes (strikes, lockouts, or other similar unrest on the labor market).

## Appendix 3 – Generator facility

### **Operational Security Module: Control Inspection operating security with report**

#### **Purpose:**

To ensure the device is operating technically sound condition as under the manufacture's instructions. This module contains no spare parts, oil or glycol unless it is actively opted by another operating security module.

#### **Scope:**

Coromatic A/S is obliged under the agreement, to cover the following:

#### **Generator:**

- Checking of alarms upon arrival.
- Review the log for any previous critical errors (if possible)
- Checking the display, warning lights, including function.
- Checking the clock, including hour meter.
- Checking the generator blackboard for signs of poor connections, overheating and similar.
- Checking the alternator and maintenance charger.
- Checking stand still heater.
- Control of starter batteries, including control of liquid level, as well as short load test.
- Checking visual appearance, including leaks from the engine
- Inspection and testing of emergency stop.
- Checking and testing fans and dampers.
- Checking and cleaning of filters and air grates
- Check for overheating of transformers and inductors
- Check the exhaust system.
- Check of fuel system, including fuel level in tanks
- Check of cooling system, including heat sinks and fans
- Cleaning the cooling system, including heat sinks and fans (invoiced separately if necessary).
- Check the lubrication system, including lubricating oil level.
- Checking and cleaning of crankcase exhaust
- Check the valve clearance after the manufacturer's recommended operating hours.
- Check the V-belts, including possible adjustment for proper tightening
- Conduct an easier cleaning of the facility (major cleaning billed separately)
- Replace all fuel filters each. 2 year
- Replacing the starter batteries every 5 year
- Replacing control batteries every 2 year
- Replace air filters as needed
- Replacement of fan belts as needed
- produce Operational Security Report, which is sent to the client by. E-mail

#### **For generators up to 110kVA:**

- Replacement of lubricating oil and lubricating oil filters every year \*
- Replacing the coolant (glycol) and cooling water filters every 5 year\*
- Analyses taken at the customer's request (invoiced separately or may be contained in the specification Annex 1).
- Selection of analyses for suspected errors \*

#### **For generator over 111KVA:**

- Taking lubricating oil analysis every year \*
- Taking cooling water analysis (Glycol) every year \*

- Replacement of all lubricating oil filters every 5 years, or when needed replacement of the lubricating oil \*
- Replacement of lubricating oil if the test result requires this \*



## Appendix 3-A – Generator facility

### Operational security module: Start-up inspection

#### Inspection with operational security report

**Purpose:**

To ensure that the unit is in a proper operational and safe condition.

**Scope:**

Under the agreement, Coromatic A/S is obliged to cover the following:

- At least 1 main inspection and up to a further 11 start-up inspections per year. The number of inspections are specified in annex A at the end of the agreement.

**At the generator:**

- Check active alarms.
- Review logs for any earlier critical faults (if possible).
- Check display, warning lamps, including functioning.
- Check clock, including timekeeping and hour meter.
- Check generator panel for signs of poor connections, overheating and the like.
- Check alternator and battery charger.
- Check engine heater.
- Check starter batteries, including fluid level check and short load test (where applicable).
- External visual check, including leakage from engine.
- Check and test emergency stop.
- Check and test fans and louvers.
- Check and clean filters and air grilles.
- Check overheating of transformers and coils.
- Check exhaust system.
- Check fuel system, including fuel level in tank(s).
- Check cooling system, including cooling coils and fans.
- Check lubrication system, including lubrication oil level.

**During start-up inspections, no samples are made of oil and glycol.**

**Consumables are not replaced including oil and glycol. Will be replaced at the time of the main inspection if specified in agreement.**

**Load test is only performed in relations to main (annual) inspection, unless other is specified in the agreement.**

**List of appendices DA 6216 - Nr.: 8214 rev 24-01-2020**
**Specification of units covered by the Service Level Agreement**

Item	Quantity	Type, designation	Serial number	Inspection visit  Number per annum	Consumables  Yes/No	Spare parts Yes/No	24x7 or normal working hours	4/8 hours callout	Location of equipment  Company, address, town, location, building where applicable	Contract start  Date	Fee/  Per year
1	2	Generators 507337 507341	MTU	1	No	No	24x7	4	"Teknikhus" Holmbladsgade 139, Copenhagen	By signing	0,00
2	2	Loadtest 100% Duration: 1 hour	-	1	-	-	-	-	-	By signing	0,00
3	2	Oil Analysis	-	1	-	-	-	-	-	By signing	0,00
4	2	Glycol Analysis	-	1	-	-	-	-	-	By signing	0,00
5	1	Brændstofanalyse Hovedtank		1	-	-	-	-		By signing	0,00
6		<b>Total price, yearly:</b>									<b>24.921,23</b>
7											0,00
8											0,00
9											0,00
10											0,00
11		Billing fee									20,00
		<b>Total</b>									<b>24.941,23</b>

All prices are in DKK and exclusive of VAT. Yearly payment in advance is required for the units mentioned above.

**Agreed changes to contractual provisions and deviations in the appendix are listed below**

**Option one (1):** one additional maintenance visit, per. year.

Additional price: DKK 10.390,00

Price hereafter, including 2 visits per. year: DKK 30.131,00

Yes ☐

No thanks ☐