



Specialist Contractor Agreement Framework

Site:

DigiPlex Fet AS
Heiaveien 9
Heia industriområde
1900 Fetund
Norway

Specialist:

Hypoxic Technologies AS
Neptunvegen 6
7652 Verdal
Norway

Service:

Planned Preventative Maintenance
of Hypoxic air system.

DigiPlex DigiPlex Fet AS Heiaveien 9 Heia industriområde 1900 Fetund Norway	Quality Record System	Document Name: Specialist Maintenance Agreement
Originator: Pete O'Sullivan	Document / Process Owner: Facility Manager	File: DFAS – A2_Hypoxic Technologies AS - Hypoxic
Document Number: OPS 7 021	Revision: None	Date: 28 October 2015

15 Pages

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MAINTENANCE AGREEMENT

(1) **Hypoxic Technologies AS** (Contractor)
Hypoxic Technologies AS, Industriveien 10, 7650 Verdal
Org. no.: 993 312 584

and

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

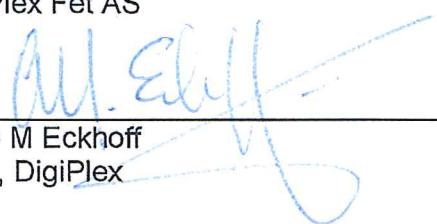
Principle Terms:

1. **Commencement Date** : 28 Oct 2015
2. **Anniversary Date** : 28 Oct 2017
3. **Service** : Planned Preventative Maintenance of Hypoxic system Building A2
4. **Equipment** : As per attached schedule
5. **Basic Fee** : 8500 NOK per month (A1 and A2)
Scheduled visits A2 according to Maintenance plan min. NOK 77 090 p.a.
6. **Payment Terms** : 30 days from invoice
Monthly fees invoiced quarterly in advance
7. **Emergency Call-Outs** : Within a maximum period of 24 hours
8. **Termination** : 90 days of written notice by either party
9. **Terms and Conditions** : As per attached schedule

For and on behalf of
Hypoxic Technologies AS


Eivind Elnan
CEO, Hypoxic Technologies AS

For and on behalf of
DigiPlex Fet AS


Gisle M Eckhoff
CEO, DigiPlex

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List of assets to be maintained:

The following panels / systems are covered by this Agreement

Location	ID.	Description
Building A2 floor 3	-	- 2 Adox 1500 generators
Building A2		All control Features including oxygen sensors, Displays and alarm panels.

Table 1

Specifications:

- Servicing actions are to meet the requirements of PAS 95:2011 Annex D
- Prices quoted are exclusive any environmental fees and shipping costs for transports of goods to site. Consumables outside this contract are replaced when needed and charged separately: Working hours, traveling time and costs.
- Prices in this agreement is regulated according to the consumer price index (April 2014).
- Training is charged separately in accordance with normal work hour rates.
- Contractor maximum response time due to failures reported at the plant is 48 hours. Within this time, the surveys / Troubleshoot are implemented. For critical errors that reduce fire safety in data centres is the maximum response time is 24 hours.
- The servicing instructions shall require all servicing actions to be recorded in the system logbook to be provided by Hypoxic Technologies AS as the system installer in accordance with PAS 95:2011 Section 7.4.
- The contract does not include work due to failure caused by power outages, fire damage, water damage, theft, vandalism, misuse or similar conditions. All work beyond what is contained in the contract is debited separately.

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- Used oil and filter replaced shall be treated as hazardous waste. The contractor will provide for disposal of the waste materials.
- The contract period is for two years from signing. Then the contract extends automatically one year at the time.
- The Basic fee includes responsibility related to response time, work related to OPS-RAMS and up to 4 hours telephone/email support per month.

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• Specialist Contractor Details:

Contractor's Name:

Hypoxic Technologies AS

Address:

Neptunvegen 6, 7652 Verdal

Telephone – Normal Hours:

0047 48 32 30 00

Telephone – 24 hour emergency call out:

0047 48 32 30 00

e-Mail:

post@hypoxic.no

Main Contact Names and Telephone Nos.:

No 1

Jon Olav Vikan
0047 92 21 70 83
vikan@hypoxic.no

Mobile
e-Mail

No 2

Eivind Elnan
0047 930 64 634
elnan@hypoxic.no

Mobile
e-Mail

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Inspection and Maintenance Plan

Maint' Task No.	Maintenance Task	Frequency
1	Maintenance <ul style="list-style-type: none">• Check oxygen sensors and the oxygen monitoring system. They shall be compared with a separate calibrated device;• Check low and high oxygen alarms and any associated beacon/sounder devices;	Every 3 months
2	Maintenance & Inspection <ul style="list-style-type: none">• General performance checks, control and calibration.• Cleaning of air filters main compressor.• Replacement of air filters for pneumatics.• The System duty cycle to be verified.	Every 6 months
3	Maintenance <ul style="list-style-type: none">• Changing the oil in compressors.• The Hold time of each protected space to be verified.	4.000 operating hours (Yearly)
4	Maintenance <ul style="list-style-type: none">• Replacing safety valve compressor.	10.000 operating hours (Every 3 rd year)
5	Maintenance <ul style="list-style-type: none">• Replacing the O2 sensor on generators	Every 3rd year



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6	Maintenance <ul style="list-style-type: none">• Changing the oil in vacuum pumps	20.000 operating hours (Every 5 th year)
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Schedule of Charges and Labour Rates:

For Building A1 Level 1 and central building			
	Labour Hours	Maint' Tasks Applicable	Charge (ex. VAT)
PPM Charge - Visit 1 (3m)	-	1	NOK 11 880
PPM Charge - Visit 2 (6m)	-	1,2	NOK 17 770
PPM Charge - Visit 3 (9m)	-	1	NOK 11 880
PPM Charge - Visit 4 (12m)	-	1,2,3	NOK 35 560
PPM Charge - Visit 5 (15m)	-	1	NOK 11 880
PPM Charge - Visit 6 (18m)	-	1,2	NOK 17 770
PPM Charge - Visit 7 (21m)	-	1	NOK 11 880
PPM Charge - Visit 8 (24m)	-	1,2,3	NOK 35 560
PPM Charge - Visit 9 (27m)	-	1	NOK 11 880
PPM Charge - Visit 10 (30m)	-	1,2,4	NOK 20 900
PPM Charge - Visit 11 (33m)	-	1	NOK 11 880
PPM Charge - Visit 12 (36m)	-	1,2,3,5	NOK 41 660
PPM Charge - Visit 13 (39m)	-	1	NOK 11 880
PPM Charge - Visit 14 (42m)	-	1,2	NOK 17 770
PPM Charge - Visit 15 (45m)	-	1	NOK 11 880
PPM Charge - Visit 16 (48m)	-	1,2,3	NOK 35 560
PPM Charge - Visit 17 (51m)	-	1	NOK 11 880
PPM Charge - Visit 18 (54m)	-	1,2	NOK 17 770
PPM Charge - Visit 19 (57m)	-	1	NOK 11 880
PPM Charge - Visit 20 (60m)	-	1,2,3,4,6	NOK 44 610
	Response Time	Critical failures reducing fire safety 24 h	
Emergency Service Charge	-	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
Engineer	Technician	NOK 900 /hr	Not applicable	Not applicable

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Additional Charges	Normal Hours	Overtime Rate 1	Overtime Rate 2
Call-Out Charge	NOK 900	Not applicable	Not applicable
Termination fee	Not applicable	Not applicable	Not applicable
Travel time	60% of hr rate	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:

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

Operations Engineer:

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

Operations Director Norway:

Mobile Oddvar Dahle
Fax: DigiPlex Fet AS
e-Mail Ulvenveien 89B, Oslo 0581, Norway
0047 954 12 830
0047 23 20 78 71
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.

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.



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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.

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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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