

## Terms of Sale and Delivery for Norlys Business Internet- and Network Services

### 1. Parties of the Agreement

Parties to the agreement are Norlys Erhverv A/S (CVR no. 36403527), hereinafter called Norlys, and Subscriber being a company or a public institution.

Employees of Subscriber receiving a service from Norlys, will in the present provisions be called the End-user.

### 2. Application

The Terms of Sale and Delivery apply to any agreement entered between the parties concerning delivery of a Service. Norlys Services are defined as purchase of or current subscription of business products from Norlys. The Terms of Sale and Delivery apply unless they have totally or in part been specifically derogated from by both parties.

### 3. Subscription

For any agreement between Norlys and Subscriber, extent and choice of services, price, time of delivery and any special terms will be described in special agreements. These agreements are non-terminable for 12 months unless otherwise indicated in the agreement. For Subscribers, where employees of Subscriber are End-users of the Service, the End-user can terminate the Subscription Agreement by the end of the month + one month, however, 3 months after the effective date of the service at the earliest.

### 4. Norlys' services

Norlys deliver services in accordance with the Agreement between the Parties to the delivery time fixed in the Agreement.

Norlys or Norlys' Sub-supplier establishes a Network Termination Point (e.g. a fibre box) for Internet and network services at Subscriber's address in which the service is demarcated. This is the Network Termination Point which defines the line for Norlys' liability.

### 5. Resale or Redistribution

The service cannot be applied for resale or free redistribution of internet to a third party. Hotels, Inns, Bed & Breakfast, camping sites, holiday centres or the like are exceptions entitled to this if it is implied in the entered agreement.

### 6. Reliability and Modifications

Norlys is entitled to make the required modifications of the installation to ensure satisfying operation or to comply with regulatory requirements. Norlys will inform Subscriber with an appropriate

notification if a modification will be of material importance for Subscriber's application of services.

### 7. Obligations of Subscriber

In the subscription conditions Subscriber is among other obliged to:

- ensure that Norlys' equipment and installations at Subscriber's address are sufficiently insured,
- inform Norlys of any change of address,
- inform Norlys of changes in the physical room where Norlys' Network Termination Point is located if the changes can be of importance to the operation of the service,
- follow Norlys' instructions in storage and handling of Norlys' Network Termination Point and equipment, hereby to see that equipment is placed in a room, where the room temperature is minimum 15 degrees and maximum 30 degrees Celsius.
- get Norlys' previous acceptance if passwords or similar personal details are passed on or lent out to a third party,
- give Norlys free access to own installations and equipment at any time on the installation address with a view to trouble shooting,
- see to it that no intruding persons gain access to Norlys Network Termination Point or equipment at the installation address,
- only to connect equipment to Norlys' Network Termination Point and equipment if this happens in accordance with the guidelines given by Norlys and in pursuance with the regulations in the Danish Act on Radio and Telecommunications Terminal Equipment.
- 14 days at the latest after termination of the Subscription Agreement to return Norlys' equipment.

### 8. Terror-logging with Open and Wireless Networks

Terror-logging shall solely apply to companies offering their internet to a third party. If Subscriber is entitled to offer internet to end-users in accordance with Section 5, Subscriber undertakes to observe the Logging Executive Order of 28 September 2006 no. 988, including the duty of disclosure mentioned below. The Subscriber is liable to pass on who has been online and shall be able to give

the following information about third party in pursuance of S 786 ss 4 of the Danish Administration of Justice Act and the Logging Executive Order.

- Customer Number, subscriber number or the like for identification of End-user
- Mac address
- Sending and receiving IP addresses
- Transport protocol
- Sending and receiving port numbers
- Sending and receiving telephone numbers
- Start of logging
- End of logging

Subscriber shall store the above data for 1 year. If Subscriber has hotspots, Subscriber is liable to inform about its geographic or physical location and the identity of Subscriber's communication equipment.

## 9. Liability of the Subscriber

Subscriber is liable for Norlys' equipment and Network Termination Point at the installation address. This applies regarding damage which Subscriber – or anybody for whom Subscriber is liable – causes, as well as in cases of e.g. theft, loss, and accidental damage such as fire and water damages.

Subscriber's connection of equipment to Norlys' Network Termination Point happens at Subscriber's own responsibility.

Subscriber is liable for all activities carried out under the password attached to the subscription and is liable for others' misuse.

If Subscriber does not return Norlys' equipment within 14 days at the latest after expiry of the subscription agreement, Norlys will demand full compensation for the equipment from the Subscriber. The returning is done at the Subscriber's own expense.

## 10. Breach (Norlys' Closing Right)

If Subscriber commits a material breach of any of the terms and conditions of the Subscription Agreement, Norlys is entitled to interrupt Subscriber's service and any supplementary agreements. The following conditions are considered to be material breach but not limited to these:

- The service is applied for resale or free redistribution of internet to a third party, save the except cases mentioned in Section 5.
- Subscriber gives wrong information or omits to inform of changes in address conditions.
- Charging of amounts concerning creation, installation, subscription, consumption, etc. is not paid by Subscriber after Norlys or other sub-suppliers including antenna associations have forwarded reminders.

- Subscriber infringes third party's intellectual property rights through downloading, distribution, or the like.
- Subscriber port scans other computers online or tries to gain unauthorised access to online systems (hacking).
- Subscriber spreads e-mails, not wanted by the receiver (spam, chain letters or the like).
- Subscriber deletes or fakes transmission information including IP addresses or header information.
- Subscriber violates repeatedly the at any time applying unwritten rules for good online practice, e.g. harassment or the like.
- Subscriber is administered in bankruptcy.
- Subscriber has connected equipment not intended for connection to Norlys' Termination Point or which causes disturbances in Norlys' infrastructure and Subscriber omits to disconnect this equipment at the insistence of Norlys.
- Subscriber does not in full or in part comply with the obligation under Section 8.

## 11. Property Rights

Subscriber cannot dispose of (sell, hire out, pledge, etc.) Norlys' or the sub-supplier's equipment and Network Termination Point and cannot interfere with these.

## 12. Warranty

For equipment purchased from Norlys, Norlys grants 24 months warranty. In this period Subscriber shall in case of defaults complain without undue delay from the time at which Subscriber has discovered or should have discovered the default, otherwise the right to rely on the defect shall be forfeited.

## 13. Faults and Rectification of Faults

If Subscriber finds faults or defects in connection with Norlys' service, Subscriber shall as soon as possible – and within reasonable time – report this to Norlys. Norlys will then as soon as possible rectify or repair the fault or defect within normal working hours. If Subscriber has entered a special service agreement with Norlys, the agreement will describe and form the basis of the service to which Subscriber is entitled.

Regarding rectification of faults Subscriber is obliged – without undue delay – to give Norlys, or staff of a sub-supplier assigned by Norlys access to check the installation at Subscriber's address. Subscriber is entitled to request presentation of valid legitimation from Norlys' staff.

Norlys performs rectification of faults in own installations and on own equipment free of charge for Subscriber. If Subscriber asks for help for rectification of faults and it turns out that the fault

can be referred to conditions for which Norlys cannot be held responsible or which is out of the hands of Norlys, Norlys reserves its right to invoice at current rates Subscriber for Norlys' expenses for troubleshooting. Defect equipment shall be returned to Norlys according to Norlys' instructions.

#### 14. Charging and Payment

Amounts for connection and installation will be charged by Norlys, when the services agreed upon in the subscription agreement have been delivered (time of delivery).

Subscription amounts and other payments can be charged three months in advance and from the time of delivery. Amounts depending on consumption in pursuance to the Subscription Agreement can be charge three months in arrears on the first coming invoice. Technical or operational reasons can, however, delay the charging of certain amounts, so that they will appear from a later invoice.

Norlys offers Subscriber various ways of receiving an invoice such as payment service electronically via OIO or Giro/FIK-card by mail.

Norlys is entitled to charge a separate fee to cover the administration connected to the invoicing method selected by Subscriber.

Norlys is entitled to charge fees for sending of reminders. Moreover, in case of delayed payment, Norlys is entitled to charge default interest corresponding to 2% per month.

When an agreement is entered regarding delivery of services from Norlys, Norlys can make a credit evaluation of Subscriber by among other things to gain information from independent credit rating agencies and/or warning registers. Based on the credit evaluation, Norlys is entitled to reject an agreement. Moreover, Norlys can, as a provision for entering the agreement, demand that Subscriber provides satisfactory security for the payment of the requested services in the agreement.

#### 15. Liabilities of Norlys

Pursuant to General Danish Law, Norlys is liable for losses being a consequence of actions or omissions caused by Norlys or anybody whom Norlys is liable for. Norlys' liability to pay damages is, however, limited to the sum of the amount, that Subscriber has paid to Norlys at the time of the loss occurrence within the latest 12 months.

However, Norlys is not liable to pay damages in the following cases:

- In connection with losses occurred as a consequence of interruptions, disturbances, delays or changes, etc. in Norlys' infrastructure in connection with precautions assessed to be required of technical, maintenance or operational reasons or

which have been imposed by the supervising authorities unless Norlys has neglected to limit the resulting nuisance.

- For indirect loss (lost profit, loss of production, loss as a consequence of the fact that a service cannot be applied as expected, loss due to an agreement with a third party is terminated or being neglected or the like), unless in case of deliberate or gross negligence.
- For loss as a consequence of uninvited or unwanted forwarding of data to Subscriber or as a consequence of Subscriber's loss of personal data or installed software.
- For loss as a consequence of intruders' access to Subscriber's data systems.
- In case of force majeure. That is if interruptions, delays, disturbances or non-delivery are due to conditions out of Norlys' control including but not limited to war, civil war, fire, strike, lockout including strike and lockout among Norlys' own employees, faults due to another party's conditions, faults in other networks, system breakdown, unlawful refusal to supply from supplier, lightning, natural disaster, power failure, statutory intervention, etc.
- In connection with any demands from third parties which may be aimed at Norlys as a consequence of Subscriber's use of the services.
- Loss as a consequence of accidental circumstances including conditions which Norlys cannot control or loss caused by Norlys' ordinary negligence.

Norlys' possible compensation in connection with interruption of a service can as a maximum amount to the paid subscription amount for the service in the period that the service has been out of service.

#### 16. Transfer of Subscription

Subscriber can with the consent of Norlys transfer the subscription agreement to a new subscriber. Both the current and the future subscriber shall accept in writing the transfer with notification of the desired time for the transfer. Norlys is entitled to charge a fee from the future subscriber for the transfer. Norlys is entitled transfer its rights and liabilities to a third party at any time cf. the present Agreement.

#### 17. Amendment of Terms and Prices

Norlys can amend these provisions and prices with a notice in writing of at least one month. Amendments of purely beneficial character, including reduction of prices or amendment of prices for one-off services can, however, be carried out without previous notice.

Price increases can e.g. be carried out as a consequence of normal inflation and market specific development in prices for the supplied services and in case of Norlys' increased costs or need for increased profitability and earning. Amendments of single taxes including installation charges or charges in connection with change of address, etc. can happen without notice by entering into Norlys' price lists.

## 18. Insurance Services

The Parties can agree that Subscriber – in addition to the Internet and Network Service – shall be comprised by Netbank- og Cyberforsikring (*Net banking – and Cyber Insurance*). Netbank- og Cyberforsikring are covered by the at any time applicable "Vilkår for Netbank- og Cyberforsikring hos Købstæderne Forsikring" (*Provisions for Net Banking and Cyber Insurance with Købstædernes Forsikring*), which can be found on [norlys.dk](http://norlys.dk). The Subscriber shall pay special attention to the following provisions:

- The coverage applies to Subscriber and Subscriber's affiliated companies as well as the Subscribers subsidiaries.
- Coverage per damage is maximized to the amounts stated in "Vilkår for Netbank- og Cyberforsikring hos Købstæderne Forsikring".
- For any damage covered by the insurance, an excess shall apply as fixed in "Vilkår for Netbank- og Cyberforsikring hos Købstæderne Forsikring".
- Subscribers having banking or lending activities of any kind and companies having auditing or legal counselling activities cannot be covered by Net banking and Cyber Insurance.

## 19. Termination

Norlys is at any time entitled to terminate the Subscription Agreement by current month + 3 months' written notice.

Subscriber can terminate the Subscription Agreement by three months' written notice to expire on the last day of any month. However, the Subscription Agreement cannot be terminated before after the expiry of the period of non-terminability after which the agreement runs until one of the parties terminates the Subscription Agreement in pursuance of the notices of termination in the present provisions.

Notice of termination for the individual End-user appears from the agreement between Norlys and Subscriber. In case this does not appear from the agreement between Norlys and Subscriber, the End-user can terminate the subscription agreement by current month + one month, however 3 months after the coming into effect of the broadband connection at the earliest. In connection with Norlys' notice of amendments of terms and

prices cf. Section 17, Subscriber can, however, terminate the Subscription Agreement to the end of the notice period with a notice of at least 14 days, notwithstanding any period of non-terminability and notwithstanding the normal notice period. However, amendments which can be carried out without previous notice cannot show cause for such a termination.

In connection with termination of the Subscription Agreement Norlys retains the right of ownership to any granted IP addresses.

## 20. Governing Law, Venue and Settlement of Disputes

Any dispute between the parties arising out of the Agreement shall be construed in accordance with Danish Law.

Any dispute arising out of or in connection with the agreement, including the entering, existence, validity, compliance, construction or termination of the present agreement and which cannot be solved through negotiation between the parties, an attempt shall be made to settle through mediation at the Arbitration Institute under the Arbitration Institute's rules applying at the time of the request for mediation. Mediation does not hinder that a party to initiate preliminary legal actions with a view to ensuring its legal position or to initiate arbitration proceedings in accordance with the below indications if this is necessary to avoid loss of rights due to lapse of time or the like. If mediation is terminated without settlement of the dispute, the dispute shall be settled with final and binding effect through arbitration at the Arbitration Institute under the Arbitration institute's rules applying at the time of initiation of the arbitration proceedings. Unless the parties agree differently in the case being reviewed, the Arbitration Court shall consist of three professional judges. The Arbitration Court shall reside in Aarhus. The proceedings shall be conducted in the Danish language. The arbitration proceedings are confidential and the parties, the Court of Arbitration and the Arbitration Institute are obliged to keep the existence of the case confidential as well as the explanations and the material of the case. By the parties' joint request, the parties can, however, agree on legal proceedings. In this case the dispute shall be settled by the Court in Aarhus having exclusive competence.

## 21. Digital Post

Norlys shall be entitled to forward all notices to Subscriber - except operational information requiring special registration – per mail to the mail address given to Norlys by Subscriber. This includes but is not limited to order confirmations, invoices, payment reminders and information about amendments in the terms of the agreement and prices.

Hence Subscriber receives no information from Norlys by ordinary post. Norlys is, however, still entitled to send all letters by post. Information

sent per mail has same legally binding effect with a view to payment, acceptance, and complaint terms as if they were sent by ordinary post. It is the responsibility of Subscriber to currently check whether Norlys has sent information by means of mail.

In case of change of mail address, Subscriber shall immediately contact Norlys Customer Service.

The Subscriber can register and deregister digital post by contacting Norlys customer Service.

## **22. Processing of Personal Data**

For the purpose of administration of the subscription relationship, Norlys collects, processes and stores relevant personal information about Subscriber, including identification information, and information about Subscriber's usage-related relationship, installation number in accordance with the provisions of applicable legislation on the processing of personal data. Subscriber's information is processed to fulfil the agreement with Subscriber, for customer management and service, for marketing purposes and, any analysis and statistics in connection with product development and pricing.

The applicable law for processing Subscriber's information is compliance with the agreement, a legal obligation to which Norlys is subject, and / or Norlys' legitimate business interests, including customer relationship management, timely delivery of services, sales and marketing of services. Norlys keeps Subscriber's information while necessary for above purposes and for the purpose of documentation. Norlys may pass Subscriber's personal data to other companies in the SE Group. Norlys is entitled to pass Subscriber's information to third parties, including public authorities, if necessary, to safeguard delivery and obligations under the agreement and where this conforms with rights and obligations under current legislation.

By writing to Norlys' customer service, Subscriber can get insight into the information being processed about Subscriber, request the information to be corrected or deleted, request limitation of processing of the information or object to the treatment. Subscriber is always entitled to object to the processing of personal data for direct marketing purposes. In certain circumstances, Subscriber may also be entitled to data portability. If Subscriber wishes to proceed with the case, after having had a dialogue with Norlys, the Subscriber may choose to file a complaint with The Danish Data Protection Agency.

For Norlys' processing of personal data, Norlys' privacy policies accessible on [norlys.dk](https://norlys.dk) apply.