

Terms of Sale and Delivery for Stofa Erhverv Services

01.06.2019

1. Parties of the Agreement

Parties of the agreement are Stofa Erhverv A/S (CVR no. 36403527) and Subscriber being a company or a public institution. Stofa Erhverv a/s is hereinafter called Stofa Erhverv. Employees of the Subscriber receiving a product from Stofa Erhverv, will in the present agreement 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 Stofa Erhverv Service. Stofa Erhverv Services are defined as purchase of or current subscription of business products from Stofa Erhverv. The Terms of Sale and Delivery apply unless they have been specifically derogated from totally or in part by both parties.

3. Subscription

For any agreement between Stofa Erhverv and Subscriber extent and choice of services, price, time of delivery and any special terms will be described in special agreements. The subscription agreement is non-terminable for 12 months unless otherwise indicated in the order. End-user terms appear from e.g. Section 21.

4. Stofa Erhverv's Service

Stofa Erhverv ensures that Subscriber gets access to the agreed service either via Stofa Erhverv a/s' own infrastructure or a sub-supplier's infrastructure. Infrastructure can be defined as fibre -, coax – xdsl – or mobile network but not limited to this.

Stofa Erhverv establishes a Network Termination Point (a CPE box) at Subscriber's address

in which the service is demarcated. For mobile networks the Termination Point is described in separate terms "Terms of Sale and Delivery for Stofa Erhverv Business Connect and Stofa Erhverv mobile". The Termination Point defines the line for Stofa Erhverv's responsibility.

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

Stofa Erhverv is entitled to make the required modifications of the installation to ensure satisfying operation or to comply with regulatory requirements. Stofa Erhverv 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 Stofa Erhverv's equipment and installations at Subscriber's address are sufficiently insured,
- inform Stofa Erhverv of any change of address.
- inform Stofa Erhverv of changes in the physical room where Stofa Erhverv's Network Termination Point is located if the changes can be of importance to the operation of the service,

- follow Stofa Erhverv's instructions in storage and handling of Stofa Erhverv's 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 Stofa Erhverv's previous acceptance if passwords or similar personal details are passed on or lent out to a third party,
- give Stofa Erhverv free access to own installations and equipment at any time on the installation address with a view to trouble shooting,
- see to that no intruding persons gain access to Stofa Erhverv's Network Termination Point or equipment at the installation address,
- only to connect equipment to Stofa Erhverv's Network Termination Point and equipment if this happens in accordance with the guidelines given by Stofa Erhverv or by the National IT and Telecom Agency,
- 14 days at the latest after termination of the subscription agreement to return Stofa Erhverv's 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 hot spots, Subscriber is liable to inform about its geographic or physical location and the identity of Subscriber's communication equipment.

9. Liability of Subscriber

Subscriber is liable for Stofa Erhverv's 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 Stofa Erhverv's Network Termination Point happens at Subscriber's own liability.

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 Stofa Erhverv's equipment within 14 days at the latest after expiry of the subscription agreement, Stofa Erhverv will demand full compensation for the equipment.

10. Breach (Stofa Erhverv's closing right)

If Subscriber commits a material breach of any of the terms and conditions of the subscription

agreement, Stofa Erhverv is entitled to interrupt Subscriber's service and any supplementary agreements. The following conditions are e.g. 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 after Stofa Erhverv 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 Stofa Erhverv's Termination Point or which causes disturbances in Stofa Erhverv's infrastructure and Subscriber omits to disconnect this equipment at the insistence of Stofa Erhverv.
- 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.) Stofa Erhverv's or the sub-supplier's equipment and termination point and cannot interfere with these.

12. Warranty

For equipment purchased from Stofa Erhverv, Stofa Erhverv 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 Stofa Erhverv's service, Subscriber shall as soon as possible – and within reasonable time – report this to Stofa Erhverv. Stofa Erhverv 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 Stofa Erhverv, 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 Stofa Erhverv, or staff of a sub-supplier assigned by Stofa Erhverv access to check the installation at Subscriber's address. Subscriber is entitled to request presentation of valid legitimation.

Stofa Erhverv 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 Stofa Erhverv cannot be held responsible or which is out of the hands of Stofa Erhverv, Stofa Erhverv

reserves its right to invoice at current rates Subscriber for Stofa Erhverv's expenses for troubleshooting. Defect equipment shall be returned to Stofa Erhverv according to Stofa Erhverv's instructions.

14. Charging and Payment

Amounts for connection and installation will be charged by Stofa Erhverv, 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.

Stofa Erhverv offers Subscriber various ways of receiving an invoice. Payment service via nets.dk, electronically via OIO or Giro/FIK-card by mail.

Stofa Erhverv is entitled to charge a separate fee to cover the administration connected to the invoicing method selected by Subscriber. Regarding the size of such fees, we refer to "gebyrer" at www.stofaerhverv.dk.

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

When an agreement is entered regarding delivery of services from Stofa Erhverv, Stofa Erhverv 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, Stofa

Erhverv is entitled to reject an agreement. Moreover, Stofa Erhverv can, as a provision for entering the agreement, demand that Subscriber provides satisfactory security for the payment of the requested services in the agreement.

Expenses for sending of defect equipment to Stofa Erhverv, or returning of Stofa Erhverv's equipment after expiry of the subscription agreement rests with Subscriber.

15. Liability of Stofa Erhverv

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

However, Stofa Erhverv 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 Stofa Erhverv's 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 Stofa Erhverv 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 Stofa Erhverv's control including but not limited to war, civil war, fire, strike, lockout including strike and lockout among Stofa's 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 Stofa Erhverv as a consequence of Subscriber's use of the services.
- In connection with non-delivery of IP telephony as a consequence of the fact that Subscriber has not returned agreement on Stofa Erhverv IP telephony Business.
- Loss as a consequence of accidental circumstances including conditions which Stofa Erhverv cannot control or loss caused by Stofa Erhverv's ordinary negligence.

Stofa Erhverv's 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 Stofa Erhverv 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. Stofa

Erhverv is entitled to charge a fee from the future subscriber for the transfer.

17. Amendment of Terms and Prices

Stofa Erhverv 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 Stofa Erhverv's 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 Stofa Erhverv's price lists.

18. Telephony

In connection with entering of an agreement between the parties about Stofa Erhverv's telephony product Business Connect or Stofa Erhverv mobile, we refer to the specific contract term "Salgs og leveringsbetingelser for Stofa Erhverv Business Connect og Stofa Erhverv mobil".

19. Insurance services

Provision of insurance services is made in cooperation with Købstædernes Forsikring.

Concerning Stofa Erhverv Netbank- and Cyberforsikring (Net banking- and Cyberinsurance), the following special provisions apply:

- Subscriber for whom Stofa installs Business Pro Internet and affiliated or subsidiaries of Subscriber are covered by Netbank- and Cyberforsikring
- Netbank- and Cyberforsikring comprises one total coverage for all above-mentioned

companies

- Coverage per damage is maximum DKK 1.500.000,- on Netbankforsikring and on Cyberforsikring DKK 300.000,- with an excess per damage of DKK 4.398,-
- Companies within the following areas of business: bank, auditing and legal counselling (lawyers) are not granted Netbank- and Cyberforsikring.

Terms for the insurance services follow the at any time applying terms of Købstædernes Forsikring and appear from stofa.dk/erhverv/vilkaar.

20. Cloud services

Provision of Stofa Erhverv cloud services can happen via partners. Provisions for partners' cloud services are integrated in the present terms. In case of discrepancies between the terms of the present terms and provisions of the partner's terms, the partner's terms for the cloud service shall prevail.

The at any time valid terms for partner cloud services appear from stofa.dk/erhverv/vilkaar.

Concerning Dropbox Business the follow special provisions shall apply:

- Time of delivery and starting date for the subscription agreement, invoicing and period of commitment of one year is the date on which we have sent a mail to Subscriber containing activation codes for Subscriber's Dropbox Business account.
- Dropbox Business is invoiced once a year and is paid in advance.
- Starting date is also the date for the following years' date for renewal of a new one-year period of commitment.
- Renewal happens automatically each year on the renewal date unless Subscriber has

terminated the agreement 30 days prior to the renewal date at the latest.

- If Subscriber adds/upgrades extra Dropbox Business accounts to the agreement after the starting date, these accounts are invoiced up to the renewal date and are hereafter paid in advance annually.

21. Termination

Stofa Erhverv 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 Stofa Erhverv and Subscriber. In case this does not appear from the agreement between Stofa Erhverv 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 Stofa Erhverv's 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.

A In connection with termination of the subscription agreement Stofa Erhverv preserves its property right to any granted IP addresses.

22. 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 Esbjerg. 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 Esbjerg having exclusive competence.

23. Digital Post

Stofa shall be entitled to forward all notices to Subscriber - except operational information requiring special registration – per mail to the mail address given to Stofa Erhverv 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 longer information from Stofa by ordinary post. Stofa 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 Stofa has sent information by means of mail.

If Subscriber does not want to enter into an agreement about digital post, all communication from Stofa is sent as ordinary post. Stofa charges a fee for letter post quarterly. The size of the fee appears from the invoice and on

stofa.dk. and is paid quarterly together with the subscription. The fee is not refunded relating to termination of the subscription.

Registration for Digital Post shall be done on the last day of a month at the latest in order take effect from the next invoice.

Regarding change of mail address Subscriber is obliged to update the information on My Page im-

mediately or by contacting customer service, as it will otherwise be nonfulfilment of the agreement about digital post. If Stofa does not have a valid mail address for digital communication, Stofa reserve its right to send information by post and to charge letter post fee quarterly.

24. Processing of Personal Data

For the purpose of administration of the subscription relationship, Stofa Erhverv 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 fulfill 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 Stofa Erhverv is subject, and / or the Stofa Erhverv's legitimate business interests, including customer relationship management, timely delivery of services, sales and marketing of services and products.

Stofa Erhverv keeps Subscriber's information as long as necessary for above purposes and for the purpose of documentation. Stofa Erhverv may pass Subscriber's personal data to other companies in the SE Group. Stofa Erhverv 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 Stofa Erhverv's 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 Stofa Erhverv, the Subscriber may choose to file a complaint with The Danish Data Protection Agency.

25. The Parties – Gross Salary Agreement:

If the parties enter into a delivery agreement of a Gross Salary Agreement, the term "Subscriber" will change to "User" in the Sales and Delivery Terms. In a Gross Salary Agreement, the "User" is an employee and not the company. Thus, the obligations in these terms, will pass to the "User".

26. Termination – Gross Salary Agreement:

The notice of termination in relation with this Gross Salary Agreements deviates from the normal notice of termination in section 21. The "User" of a Gross Salary Agreement is entitled to terminate the Gross Salary Agreement by current month + 1 month and is at the same time not subject to a period of commitment in connection with commencement.