

General Terms and Conditions



GlobalConnect

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These General Terms and Conditions apply to GlobalConnect's supply of Services to business customers in accordance with the Agreement entered into with the Customer.

GlobalConnect's privacy policy from time to time, which is available on GlobalConnect's website, also applies in addition to the Agreement.

Definitions

- Agreement means these General Terms and Conditions, the Contract and the Service Descriptions as set out in the Contract, the Service Level Agreement, the Data Processing Agreement and other related documents.
- Business Day means Monday to Friday, except for public holidays, Christmas Eve, New Year's Eve and the Danish Constitution Day.
- Commencement Date means the day when the Customer commences its use of/begins to use a Service.
- Contract means the specific order which is signed by both Parties or accepted electronically or by any other means and which sets out the Customer's details, delivery address and the Services which the Agreement concerns. The Contract may also be referred to as the "Order Form".
- Customer means the legal or natural person who has accepted the Agreement by signing the Contract or by virtue of another manifestation of will.
- Data Processing Agreement means a separate document describing the Parties' rights and obligations in connection with the processing of personal data where GlobalConnect is the Data Processor and the Customer is the Data Controller. If GlobalConnect is not acting as a Data Processor for the Customer, the Data Processing Agreement will not form part of the Agreement.
- Error is when GlobalConnect's Services do not comply with the requirements set out in the Agreement, including the warranties given by GlobalConnect.
- Delivery means the time as described in clause 3.2 of the General Terms and Conditions.
- GlobalConnect means GlobalConnect A/S, business registration no. (CVR) no. 26759722.
- Minimum Term means the period in which the Agreement is non-terminable by either Party.
- Normal Hours means Business Days from 08:00 to 16:00 (CET).
- Party means either GlobalConnect or the Customer.
- Parties means GlobalConnect and the Customer.
- Ready for Service Notice means a written notification from GlobalConnect to the Customer stating that the agreed Service has been provided.
- Service Description means the document(s) forming part of the Agreement describing the agreed Services. A Service Description may also be referred to as a "Product Specification".
- Service Level Agreement means the document forming part of the Agreement describing the operating and maintenance standards and procedures which apply to the agreed Services, including the Customer's obligations in this regard.
- Service(s) means the products and services to be provided by GlobalConnect to the Customer under the Agreement, including products, equipment, services, connections and networks.

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| <p>1 General</p> <p>1.1 Together with the rest of the Agreement, these General Terms and Conditions govern the Parties' relationship, and GlobalConnect provides its Services in accordance herewith.</p> <p>1.2 In case of any interpretative doubt between the individual documents of the Agreement, the following order of precedence will apply:</p> <ul style="list-style-type: none"> • The Data Processing Agreement (if and to the extent GlobalConnect is acting as a data processor for the Customer) • The General Terms and Conditions • The Service Descriptions • The Service Level Agreement • The Contract • The other appendices to the Agreement. <p>1.3 If and to the extent that the Executive Order on end-user rights in the telecommunications area issued by the Danish Ministry of Climate, Energy and Utilities and dated 8 December 2020 (Executive Order no. 1887 of 8 December 2020) is applicable to the customer relationship (including where the Customer is deemed to be a microenterprise, small enterprise or non-profit organisation), the Customer explicitly and expressly waives and renounces</p> <p>1.3.1 all rights attributed to the Customer under sections 16 and 17 of Executive Order no. 1887 of 8 December 2020, see section 1(5) of the Executive Order,</p> <p>1.3.2 all rights to be provided with the information mentioned in sections 4(1) and (2) of Executive Order no. 1887 of 8 December 2020, see section 4(4) of the Executive Order, and</p> | <p>1.3.3 all rights regarding commitment periods attributed to the Customer under sections 7(4) of Executive Order no. 1887 of 8 December 2020.</p> <p>1.4 Any amendments to the Agreement must be agreed in writing in the form of an addendum to the individual parts of the Agreement. Such addenda will have the same order of precedence as the document to which the addendum in question relates.</p> <p>1.5 Any solution description prepared by a Party individually or jointly by the Parties will not form part of the Agreement, except as otherwise expressly provided by the Contract, and, therefore, such descriptions impose no legal obligations on the Parties.</p> <p>1.6 If the Agreement involves two or more legal and/or natural persons, such persons will be jointly and severally liable (one for all, all for one) for any claims raised by GlobalConnect against the Customer or such other legal or natural persons under the Agreement.</p> <p>1.7 The Parties agree to cooperate throughout the term of the Agreement with a positive, professional and responsible attitude and to make a significant effort to achieve the best possible result. This includes that the Parties must demonstrate the flexibility deemed to be reasonable and customary.</p> <p>1.8 The Parties must continuously inform each other of any matter that is deemed to affect the proper performance of the Agreement.</p> <p>1.9 The Customer must contribute actively to GlobalConnect's Delivery of Services within the scope of the provisions of the Agreement.</p> |
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1.10 The Customer must ensure that the necessary competent resources are made available for GlobalConnect's deliverables and that the necessary physical conditions are in place for GlobalConnect's Delivery of Services and throughout the entire term of the Agreement.

1.11 The Parties agree that the Agreement has been the subject to discussions and negotiations and that the Parties understand and accept the terms of the Agreement.

1.12 If due to the Customer the Agreement is subject to public procurement regulation and the Agreement or any Services is held unenforceable or invalid, e.g. by decision of the Danish Complaints Board for Public Procurement or the courts, GlobalConnect shall be entitled to damages in respect of the so cancelled Agreement or Services.

2 Customer's duty to provide information

2.1 In connection with the conclusion of the Agreement, the Customer must provide GlobalConnect with its name, address, business reg. (CVR) number, contact person, telephone number, email address and any other information which is necessary for the Agreement as requested by GlobalConnect.

2.2 If the Customer is not registered in Denmark, the Customer must provide a valid registration number corresponding to a business registration number (CVR) number which unambiguously identifies the Customer.

2.3 The Customer must keep GlobalConnect informed of any changes in the Customer's circumstances that are of significance to Global-

Connect's obligations towards the Customer, including, but not limited to, in relation to support, invoicing, reporting, changes in contact persons, etc. and any other aspects of the Agreement.

3 Delivery

3.1 GlobalConnect will deliver the Services specified in the Agreement on the terms set out in the Agreement.

3.2 Delivery will be deemed to have taken place when a Service is available to the Customer/has been commissioned, but in any event no later than when GlobalConnect has sent a Ready for Service Notice.

3.3 The delivery time applicable at the time of the Agreement is stated as being within a number of weeks, set out in the sub-appendix "GlobalConnect Estimated delivery times", unless another delivery time has been notified to the Customer in writing.

3.4 Delivery made within the delivery time stated in clause 3.3 will always be regarded as timely delivery.

3.5 The delivery time run from the date when GlobalConnect has obtained and received all necessary permits and licences from public authorities as well as all necessary information with regard to locations, architectural drawings and technical details, such as IP addresses, from the Customer.

3.6 After completion of the Agreement, GlobalConnect will provide the Customer with an estimated date of Delivery. If the Customer has ordered two or more Services, the estimated date of Delivery may differ for each such Service.

- 3.7 If GlobalConnect sends a Ready for Service Notice to the Customer in connection with Delivery, the Customer must notify GlobalConnect of any non-delivery of the Service in question within 14 days of the Ready for Service Notice. If the Customer fails to notify GlobalConnect before the expiry of this period, the Customer will not be entitled to subsequently make a claim for non-delivery of the Service in question. If the Customer starts using a Service, the Customer will not be entitled to subsequently make a claim for non-delivery of the Service in question.
- 3.8 To the extent necessary, the Customer must be available to GlobalConnect on the estimated date of Delivery and provide the delivery address for purposes of GlobalConnect's installations and work.
- 3.9 If the Customer fails to contribute to a reasonable extent to the fulfilment of the Agreement and this has a delaying effect on GlobalConnect's compliance with the time of Delivery, GlobalConnect is entitled to a reasonable postponement of the time of Delivery as well as interest on any payments postponed as a result thereof.
- 3.10 If the time of Delivery of a Service set out by GlobalConnect is changed at the Customer's request, GlobalConnect is entitled to postpone Delivery of all other Services ordered by the Customer.
- 3.11 GlobalConnect is entitled to move forward the date of Delivery of a Service compared with the date stated in the Agreement.
- 3.12 GlobalConnect bears the risk of the individual Services until Delivery has taken place. If the Customer has begun to use a Service before Delivery has taken place, the risk of such Services will pass to the Customer as from the Commencement Date.
- 3.13 In case of Delivery of any Services which require commissioning or implementation, such commissioning or implementation will only take place during Normal Hours. If the Customer requests commissioning or implementation outside Normal Hours, the Customer will be invoiced in accordance with GlobalConnect's applicable price list of one-time charges from time to time. The installation date may be changed free of charge in connection with the set-up or transfer of a GlobalConnect Service until five Business Days before the installation date. Hereafter, GlobalConnect will charge a fee as per GlobalConnect's applicable price list of one-time charges from time to time.
- 3.14 In connection with a technician visit or scheduled work performed for the Customer, GlobalConnect is entitled to charge a fee for failed visits or cancelled work as per GlobalConnect's applicable price list of one-time charges from time to time. A fee will be charged if the Customer cancels the scheduled work on the same day, if the installation site is not as described in the Service Description or if no one is present at the address to give GlobalConnect access to the installation site when the technician visits the address.
- 3.15 The Customer may submit change requests to GlobalConnect on all weekdays during normal hours. Changes will be made only to the part of the Customer's solution which are owned by GlobalConnect. All changes will be in-

voiced according to separate agreement.

4 Reservations

4.1 GlobalConnect reserves the right to terminate the Agreement with the Customer in whole or in part before the Delivery of one or more Services if a third party is in breach of its obligations to GlobalConnect and GlobalConnect is therefore unable to provide the relevant Services to the Customer.

4.2 GlobalConnect reserves the right to demand a price increase equal to the net amount of a sub-contractor's increase of the price payable by GlobalConnect to the sub-contractor for a service which is incorporated or used, in whole or in part, in the delivery of one or more Services.

5 Payment and Invoicing

5.1 All prices stated by GlobalConnect (whether in the Contract or otherwise) are in Danish kroner, unless another currency has been agreed with the Customer and stated in the Contract, exclusive of VAT and all other applicable taxes.

5.2 GlobalConnect is entitled to invoice fees and charges for a Service from the date of Delivery of such Service.

5.3 Notwithstanding clause 5.2, upon conclusion of the Agreement, GlobalConnect is entitled to invoice any initial set-up fees ("OTC") in full for payment 10 Business Days from the invoice date.

5.4 If the Customer delays GlobalConnect's Delivery of a Service, GlobalConnect is entitled to com-

mence invoicing the Service when the Customer has been ordered to either provide the information necessary for the Agreement or end the delaying circumstances.

5.5 If the Customer begins to use a Service in whole or in part before its Delivery, GlobalConnect will be entitled to invoice the Service in question with effect from the Commencement Date.

5.6 If the Customer uses or otherwise utilises a Service after the Agreement has terminated, GlobalConnect will be entitled to invoice the Customer for the Service(s) at the most recently applicable prices.

5.7 Invoices will be issued to one address per Customer.

5.8 Unless otherwise specifically agreed, fixed recurring fees and charges will be invoiced quarterly in advance on 1 January, 1 April, 1 July and 1 October.

5.9 Minor consumable purchases, such as consultancy hours, will be invoiced, at GlobalConnect's discretion, either in arrears at the dates set out in clause 5.8 or upon completion of the task for which the hours etc. were incurred. Larger or recurring consumable purchases, such as power consumption, will instead be charged via on account payments with a final annual statement.

5.10 The invoice will be sent to the email address stated by the Customer or via electronic invoice (if an EAN number has been provided). If the Customer would like invoices to be sent by ordinary post or submitted via an invoicing system designated by the Customer, a charge will be

- added as per GlobalConnect's applicable price list.
- 5.11 The purchase order number and/or other invoicing data must be stated in the Contract. Any subsequent additions/changes to these data must be notified to GlobalConnect without undue delay.
 - 5.12 All invoices are net payable 30 days from invoice date to the payment address designated by GlobalConnect from time to time, however see clause 5.3.
 - 5.13 All payments must be made by the Customer without deductions or set-offs of any kind.
 - 5.14 In case of late payment, GlobalConnect is entitled to default interest which will be charged from the due date and until payment is made, and in all respects in accordance with the provisions of the Danish Interest Act (renteloven). Furthermore, a fee will be charged, for any reminders sent, in accordance with the legislation in force from time to time.
 - 5.15 GlobalConnect will charge a fee for reactivating any Services that have been suspended. Reactivation is subject to the Customer having paid any debt collection costs and other outstanding amounts.
 - 5.16 In case of a renegotiation of the Agreement, the new prices will take effect from the next invoice, see clause 5.8. If, in connection with a renegotiation, the Agreement is signed less than one month before the next invoice is issued, the changes will take effect from the invoice following such invoice.
 - 5.17 The applicable price list of one-time charges, including charges and fees from time to time, is available upon request to GlobalConnect.
- 5.18 Any questions regarding invoicing may be asked during GlobalConnect's Normal Hours.
- ## 6 Credit assessment and provision of security
- 6.1 GlobalConnect reserves the right to perform a credit assessment of the Customer at any time and is entitled at any time to demand further prepayment, a deposit or other adequate security for the Customer's payment if GlobalConnect assesses that a reasonable risk of loss has arisen after the conclusion of the Agreement.
 - 6.2 If the Customer fails to provide the required security before the expiry of the time-limit stated by GlobalConnect when making the demand for security, GlobalConnect is entitled to terminate the Agreement with immediate effect in compliance with applicable law.
 - 6.3 In addition, GlobalConnect is entitled to demand security in case of death (for enterprises with personal liability) a petition for reorganisation proceedings, a petition for bankruptcy or debt rescheduling, unless otherwise provided by statutory law.
 - 6.4 The Customer will bear all costs in connection with the provision of security. The cash deposit will bear no interest.
- ## 7 Changes to terms and prices
- 7.1 GlobalConnect reserves the right to amend the prices and terms of the Agreement, including technical specifications. Such changes may e.g. be implemented as a result of

- orders imposed by public authorities or regulatory changes, product changes, external costs associated with GlobalConnect's Delivery of Services, including charges and costs payable against third parties, general inflation, market development in the prices on the agreed Services and in case of other increased costs or need to increase profitability and earnings on the part of GlobalConnect.
- 7.2 The Customer must be given one month's prior notice of any material changes by letter or email to the address or email address stated by the Customer on the invoice, payment summary or in similar lines of communication. If Delivery is scheduled to take place in less than 30 days, a shorter notice may be given, but in any event no less than 10 days. Minor changes may be communicated to the Customer at any time and without prior notice via GlobalConnect's website or by letter or email to the address or email address stated by the Customer on the invoice, payment summary or in similar lines of communication.
- 7.3 Changes which are beneficial to the Customer, e.g. price reductions and changes which do not adversely affect the agreed Services or changes due to orders imposed by public authorities, changes in legislation or other regulatory changes, will not be deemed to constitute material changes and may thus be implemented without prior notice, see clause 7.2.
- 7.4 One-time charges, including initial set-up fees, transfer fees, charges, etc., may be changed without notice by inclusion in GlobalConnect's price lists of one-time charges.
- 7.5 GlobalConnect may, without prior notice, adjust the prices in force from time to time with the development in the net price index since the latest adjustment however, with a minimum of 2 per cent per year (rounded up to the nearest whole Danish krone). GlobalConnect is entitled to accumulate indexation for several periods at a time (to carry out indexation for more than one year at a time). Should the net price index cease to exist an index designated by GlobalConnect which measures a similar development shall be applied.
- 8 The Customer's equipment and internal networks
- 8.1 If any equipment or internal networks which are connected to GlobalConnect's equipment, networks or other infrastructure cause any interruptions therein, the Customer must disconnect immediately, if so requested by GlobalConnect. If the Customer fails to comply with such request, GlobalConnect reserves the right to disconnect the Customer from GlobalConnect's equipment, networks or other infrastructure.
- 8.2 If the Customer causes any incidents which threaten GlobalConnect's accessibility or equipment or cause unnecessary inconvenience to other GlobalConnect customers, GlobalConnect reserves the right to mitigate such incidents. The costs involved in this mitigation will be payable by the Customer.
- 9 Maintenance obligations

- 9.1 As from Delivery of a Service, GlobalConnect will perform maintenance and debugging in accordance with the relevant Service Description and the service agreement agreed by the Parties as described in the Service Level Agreement.
- 9.2 The Customer may not perform maintenance on a Service neither in whole or in part and may not let anyone other than GlobalConnect perform maintenance or debugging on the Service.
- 9.3 The Customer must maintain its own equipment, and maintenance of equipment which is not included under the agreed Services falls outside the scope of the Agreement.
- 10 Supplementary obligations of the Parties**
- 10.1 Each Party must comply with all statutes, regulations and requirements from any public authority which apply to the installation, use and ownership of the Services provided under the Agreement.
- 10.2 The Customer is not allowed to sell, rent, lease or re-sell GlobalConnect's equipment and installations or to make any changes thereto.
- 10.3 The Customer must indemnify GlobalConnect for any loss or costs incurred as a result of damage to GlobalConnect's equipment at the installation address caused by the Customer or a third party.
- 10.4 As regards GlobalConnect's equipment and installations at the installation address, the Customer must further indemnify GlobalConnect for any loss or costs incurred as a result of theft, loss of or unintended damage to GlobalConnect's equipment at the installation address. Unintended damage includes, without limitation, damage by fire or water and direct and indirect damage in connection with lightning.
- 10.5 Upon termination of the Agreement or if GlobalConnect's equipment is defective, GlobalConnect may demand that the Customer immediately dismantles and returns GlobalConnect's equipment provided in connection with the Agreement. If GlobalConnect itself wishes to dismantle the equipment, the Customer must give GlobalConnect unhindered access without undue delay to dismantle the equipment. If the Customer fails to dismantle and return GlobalConnect's equipment or give unhindered access without undue delay, GlobalConnect is entitled to invoice the Customer at cost price for such equipment.
- 10.6 To the extent necessary, the Customer must assist GlobalConnect at its own expense with all types of troubleshooting relating to the Services covered by the Agreement.
- 10.7 The Customer must comply with all applicable national and international financial or economic sanction laws and trade embargoes imposed, administered or enforced from time to time by the USA, the UN or the EU or other relevant sanction authorities ("Sanction Laws"). In relation to GlobalConnect's provision of Services to the Customer, the Customer guarantees that:
- 10.7.1 The Customer will not export, re-export or otherwise transfer the agreed Services to (i) any country, territory, entity or person to whom/which such export, re-export or transfer is prohibited by applicable law, in-

- cluding, without limitation, applicable Sanction Laws; or (ii) to any country, territory, entity or person who/which is the subject or target of the Sanction Laws.
- 10.7.2 Neither the Customer nor any entity or person affiliated with the Customer is subject to or considered a sanctioned party by any Sanction Law.
- 10.7.3 The Customer undertakes not to re-sell the agreed Services to any third party which the Customer suspects or should suspect would disregard or attempt to circumvent such rules. At GlobalConnect's request, the Customer must, without delay, provide GlobalConnect with all necessary information, including in particular information on the recipient, the recipient's location and the recipient's use or contemplated use of the agreed Services.
- 10.7.4 The Customer will indemnify GlobalConnect for any loss incurred as a result of the Customer's non-compliance with this clause 10.7 and any Sanction Law.
- 10.7.5 If the Customer acts in violation of this clause 10.7 or otherwise fails to comply with Sanction Laws, GlobalConnect is entitled to terminate the Agreement with immediate effect in whole or in part in respect of the agreed Services which have not yet been delivered, without the Customer being entitled to make a claim against GlobalConnect.
- 11 Assignment and re-sale**
- 11.1 The Customer is not entitled to re-sell or otherwise distribute to any third party the Services without prior written consent from GlobalConnect, unless otherwise specifically agreed in writing by the Parties.
- 11.2 The Customer is entitled to assign its rights and obligations under the Agreement to a third party subject to prior written consent from GlobalConnect. Any such consent given by GlobalConnect will – whether or not the consent so specifies – be subject to the condition that all debt fallen due has been paid and that the agreement on such is based on assignment agreement prepared by GlobalConnect and the terms set out therein. GlobalConnect is entitled to charge a fee in this regard.
- 11.3 GlobalConnect is entitled at any time to assign the Agreement in whole or in part (e.g. for a Service) provided that the Customer is given notice of the assignment on or before the time of assignment:
- (a) to a GlobalConnect group company, meaning any company which (i) directly or indirectly controls, (ii) directly or indirectly is controlled by or (iii) directly or indirectly is under common control with GlobalConnect (for purposes of this provision, controls/controlled/control means the direct or indirect ownership of more than 50% of the voting shares or the right to nominate a majority of the board of directors of the company in question),
 - (b) in the course of an assignment of all of GlobalConnect's rights and obligations,
 - (c) in the course of an assignment of all of the assets, that are forming basis of the delivery of a Service, or

- (d) in the context of an assignment of an enterprise.
- 12 Breach**
- 12.1** In case of breach, the general rules of Danish law will apply subject to the limitations and specifications set out in the Agreement, and the provisions of the Danish Sale of Goods Act (*købeloven*) on defects do not apply.
- 12.2** In case of a material breach of the Agreement by the Customer, GlobalConnect is entitled to terminate the Agreement in whole or in part (for a Service) including but not limited to the following events which are deemed to constitute a material breach:
- (a) If the Customer discontinues or declares its intention to discontinue its business/business activities or any significant parts thereof.
 - (b) If the Customer is unable to pay its debts as and when they fall due or commences reorganisation proceedings.
 - (c) If the Customer fails to obtain the proper and necessary permits for GlobalConnect's delivery of Services.
 - (d) If the Customer allows third parties unauthorised access to GlobalConnect's property, including access the leased rack or data hall in GlobalConnect's building.
 - (e) If the Customer causes interruptions or the like in GlobalConnect's networks or if the Customer fails, after receiving a demand from GlobalConnect, to take measures to remedy such interruptions.
 - (f) If the Customer harasses GlobalConnect or GlobalConnect's employees/sub-contractors.
 - (g) If the Customer uses equipment which is not CE marked or not intended for connection to GlobalConnect's networks, and at the same time fails to comply with GlobalConnect's demand to disconnect or turn off the equipment.
 - (h) If GlobalConnect is precluded from getting access to its own facilities and installations, including its own equipment, with a view to perform troubleshooting.
 - (i) If the Customer in the absence of a specific agreement to the contrary, uses the agreed Services to facilitate traffic to parties other than the Customer.
- 12.3** The Customer is entitled to terminate the Agreement in part (for a Service) if GlobalConnect:
- (a) fails to meet the service levels set out in the agreed Service Level Agreement for a period of three consecutive months for the same Service. Any other Services under the Agreement will not be affected by such termination.
- 12.4** The Customer is entitled to terminate the Agreement in its entirety if GlobalConnect:
- Discontinues or declares its intention to discontinue its business/business activities or any significant parts thereof.
- 12.5** In case of a breach, howsoever caused, GlobalConnect will be entitled to withhold/suspend any or all Services until the breach has been remedied.
- 12.6** If a Party has reasonable grounds to suspect that a delay or defect will occur or that there is a risk of non-fulfilment of the Agreement, such party shall inform the other Party immediately.
- 12.7** If the Agreement is terminated for breach – for whatever reason– this will not affect the provisions of the Agreement which are intended to survive termination or enter into force upon termination, and nor will it affect the Customer's payment obligations under the Agreement.

- 13 Liability**
- 13.1 The Parties will be liable under the general rules of Danish law for any loss caused by any acts or omissions of such Party, subject to the following limitations:
- 13.1.1 GlobalConnect will have no liability for any losses arising as a result of failures, interruptions or changes in GlobalConnect's networks and Services in connection with measures which are deemed to be necessary for technical, maintenance-related or operational reasons or are imposed by any public authorities or third parties, unless GlobalConnect has neglected to make reasonable endeavours to mitigate the disadvantages involved.
- 13.1.2 GlobalConnect will have no liability for any indirect or consequential loss, including but not limited to the following examples which constitutes indirect/consequential losses: loss of profit or production, loss due to a Service not being fit for purpose, loss due to the termination or breach of a (potential) third-party agreement, loss of software, loss of goodwill, loss of data/alteration of data or third-party access to data, loss as a result of a third-party providing data to the Customer, costs (internal/external) for troubleshooting performed by the Customer and the like.
- 13.1.3 Notwithstanding clause 13.1.2, to the extent that GlobalConnect is required to make back-up copies of the Customer's data, any data loss and expenses to recover such data until the most recent back-up copy will not be deemed to be an indirect loss.
- 13.1.4 GlobalConnect will have no liability for any loss caused by unauthorised access to the Customer's data and/or systems or unauthorised tapping of the Customer's connections to a Service.
- 13.1.5 In case of late Delivery, GlobalConnect's liability is capped at 50% of the initial set-up fee (OTC). In other cases, GlobalConnect's total liability under the Agreement, including any penalties, damages and amounts paid before Delivery, is capped at an amount equivalent to 12 times the monthly fee for the Services covered by the Agreement. In this regard, the monthly fee shall be calculated as the average monthly fee for the Services covered by the Agreement which is due and payable at the time of the loss-inducing act or omission.
- 13.1.6 Any financial compensation to the Customer in connection with Errors in the Services must be calculated in accordance with the agreed Service Level Agreement, and apart from that the Customer will not be entitled to any additional damages or financial compensation.
- 14 Personal data**
- 14.1 The following provisions apply to Customers which are sole proprietorships, meaning businesses whose owner has personal liability:
- (a) For the fulfilment and administration of the Agreement, statistical purposes, marketing and various other purposes, GlobalConnect will process personal data about the Customer.

- (b) The data will be processed in accordance with GlobalConnect's Privacy Policy from time to time, which subject to the data protection regulation can be changed by giving notice to the Customer.
 - (c) Upon the conclusion of the Agreement, the Customer will receive the current version of GlobalConnect's Privacy Policy in electronic form (as a link or attachment) or by ordinary post.
 - (d) The current version of the Privacy Policy is always available at GlobalConnect.dk, and if the Customer contacts GlobalConnect's customer service, the Customer can also receive the Privacy Policy by ordinary post.
- 14.2 GlobalConnect's Privacy Policy applies to GlobalConnect's processing of personal data concerning individuals, who act as contacts towards GlobalConnect for an enterprise – regardless of its corporate form. Enterprises providing GlobalConnect with a contact must therefore make the contact in question aware of GlobalConnect's Privacy Policy and that the policy is available at GlobalConnect.dk.
- 15 Confidentiality**
- 15.1 All information about a Party's business or activities which is received directly or indirectly by a Party, whether verbally or in writing, in connection with the fulfilment of the Agreement is deemed to constitute confidential information. However, information which is already in the public domain or falls into the public domain by other means than through breach by one of the Parties of their duty of confidentiality under this clause is not deemed to constitute confidential information.
- 15.2 Each Party must treat all documents and information received from the other Party as confidential and may not use, disclose or reveal any confidential documents and information except for necessary use for the purpose of fulfilling the Agreement. Any such disclosure of confidential information requires that the recipient is - in writing - made subject to the same duty of confidentiality as laid down in this provision.
- 15.3 The duty of confidentiality under this clause 15 will survive for a period of three years from the date when the Agreement terminates.
- 15.4 The Parties are entitled to disclose information to public authorities and the courts for the purpose of complying with statutory obligations. Upon disclosure of information, the disclosing Party has a duty to reserve to the greatest extent possible the confidentiality of the information.
- 15.5 GlobalConnect reserves the right to name the Customer as a reference in verbal communications. However, any use of the Customer as a reference in written communications is subject to prior approval from the Customer, such approval not to be unreasonably withheld by the Customer.
- 16 Force Majeure**
- 16.1 Each Party will be released from its obligations under the Agreement if – and to the extent that – such obligation is prevented (directly or indirectly) as a result of force majeure including but not limited to; strike, lockout, work stoppage, government intervention, rebellion, armed conflict, accident, shortage of components, raw materials or normal means of transport, act of war, unusual long-term power outage, fire, terrorism, natural disaster, health crises in the form of pan-

- demics or any other reason beyond the Parties' reasonable control.
- 16.2 In case of a delay in Delivery, force majeure may be claimed by no more than the number of Business Days which the force majeure event lasts. If the date of Delivery of a Service by GlobalConnect is postponed as a result of a force majeure event, the payments relating hereto will be deferred correspondingly.
- 16.3 A Party may rely on a force majeure event only if such Party has notified the other Party in writing no later than 10 Business Days after the force majeure event occurred.
- 16.4 The Party not affected by the force majeure event will be entitled to cancel the Agreement in whole or in part if the agreed date of Delivery pursuant to the Agreement is exceeded by 60 Business Days as a result of the force majeure event. The cancellation will only apply in respect of the specific Service(s) affected by the force majeure event and for future Services. Accordingly, the cancellation will not apply in respect of Services which have already been Delivered or which the Customer has begun to use. In case of such cancellation, the Parties must as soon as possible return all items etc. affected by the cancellation which they have received from the other Party, and neither Party will then have any claim against the other.
- 16.5 The Customer is not entitled to claim force majeure in relation to its payment obligation.
- 17 Term and termination
- 17.1 The Agreement is non-terminable until the expiry of the Minimum Term, however subject to clauses 17.5 and 17.6. The Minimum Term run 24 months, unless otherwise set out in the Contract.
- 17.2 For each Service, the Minimum Term begins on the date of Delivery of the Service in question. If the Agreement concerns two or more Services, the Minimum Term begins on the date of Delivery of all Services covered by the Agreement, i.e. the date of delivery of the most recent (timewise) Service.
- 17.3 The Agreement may at the earliest be terminated by the Parties by giving three months' written notice to the end of the Minimum Term.
- 17.4 If the Agreement is not terminated by the Parties to expire on the last day of the Minimum Term, the Agreement will continue in full force and effect and may hereafter be terminated at any time by the Parties giving a three months' written notice to the end of a calendar month.
- 17.5 Notwithstanding clause 17.1, GlobalConnect is entitled to terminate the Agreement in whole or in part (e.g. for a Service) if a Service under the Agreement is no longer produced/provided in the country in which the Service is being delivered. Such termination is subject to a minimum of three months' notice and will be effective no earlier than on the date when the Service in question is no longer produced/provided.
- 17.6 If the reason why the Service is no longer being produced/provided, see clause 17.5, is that a third party stops producing/providing necessary elements of a Service under the Agreement which entails that GlobalConnect can no longer provide the Service in question to the Customer, GlobalConnect will be

entitled to terminate the Agreement with one month's notice. GlobalConnect must nevertheless first seek to provide an alternative solution before the Service is terminated.

18 Governing law and venue

18.1 This Agreement is governed by Danish law.

18.2 The Parties will be obliged to seek to resolve any discrepancies amicably through negotiation. If the Parties are unable to resolve the dispute amicably, the dispute must be resolved with final and binding effect by ordinary legal action before the Copenhagen City Court.

NET NEUTRALITY

Regulation (EU) 2015/2120 of the European Parliament and of the Council (the Net Neutrality Regulation) ensures free and open internet access, also known as net neutrality, for end-users.

Below follows a description of how GlobalConnect meets the specific provisions of Article 4(1)(a)-(e) of the Regulation, which set out the information requirements to be provided to end-users.

- (a) Information on how traffic management measures applied by that provider could impact on the quality of the internet access services, on the privacy of end-users and on the protection of their personal data

GlobalConnect does not use any traffic prioritisation on the internet connection.

In case of network failures involving links or equipment, situations may occur where traffic is not two-way, but the passage of all traffic is one-way. Therefore, until the failure has been remedied, reduced accessibility may render full capacity unavailable.

In addition, measures to combat DDOS and cyber-attacks are taken, but there is no guarantee in this respect that such attacks will not occur and may affect the end-user's use of a Service.

Generally on traffic management and traffic blocking

Traffic management is a term describing how traffic is managed in the GlobalConnect network. Internet traffic in the network is best-effort traffic and no traffic prioritisation is used.

GlobalConnect does not block customers' traffic, except as described in this section (Net Neutrality)

Services blocked by GlobalConnect

GlobalConnect will block access to websites if so required by a judgment/prior court order.

- (b) A clear and comprehensible explanation as to how any volume limitation, speed and other quality of service parameters may in practice have an impact on internet access services, and in particular on the use of content, applications and services

GlobalConnect provides internet access via fixed fibre connections and does not impose any data volume limitations, and GlobalConnect guarantees the speeds advertised.

Except, however, in case of errors or failures or other unforeseen events such as those mentioned under point (a).

- (c) A clear and comprehensible explanation of how any services referred to in Article 3(5) to which the end-user subscribes might in practice have an impact on the internet access services provided to that end-user

Not applicable to GlobalConnect's services.

- (d) A clear and comprehensible explanation of the minimum, normally available, maximum and advertised download and upload speed of the internet access services in the case of fixed networks, or of the estimated maximum and advertised download and upload speed of the internet access services in the case of mobile networks, and how significant deviations from the respective advertised download and upload speeds could impact the exercise of the end-users' rights laid down in Article 3(1)

GlobalConnect provides internet access via fixed fibre connections and does not impose any data volume limitations, and GlobalConnect guarantees the speeds advertised.

- (e) A clear and comprehensible explanation of the remedies available to the consumer in accordance with national law in the event of any continuous or regularly recurring discrepancy between the actual performance of the internet access service regarding speed or other quality of service parameters and the performance indicated in accordance with points (a) to (d)

If you as customer believe that your internet access provider is acting in violation of the rules, you should initially contact such provider. Internet access providers are required under the EU regulations to consider such complaints.

If you as customer disagree with your provider on specific issues arising out of your agreement with the provider, you may lodge a complaint with the Danish Telecommunications Complaints Board. By way of example, the complaint could concern the provider's discrimination regarding internet traffic or the provider's restriction of your right to use terminal equipment of your own choice.

Before complaining to the Telecommunications Complaints Board, you must first have lodged an unsuccessful complaint with your telecommunications provider.

To lodge a complaint with the Telecommunications Complaints Board, you must also be able to state the claim in monetary terms. Thus, you are not entitled to complain to the Telecommunications Complaints Board simply because you are unhappy with how your telecommunications provider has treated you and you want the Telecommunications Complaints Board to issue a reprimand to the provider.