

## **APPENDIX 3 - GENERAL TERMS AND CONDITIONS OF SALE**

### **1. General**

These general terms and conditions of sale ("Terms and Conditions") for the provision of Internet and telephony services, network connections and security services ("Services") and the sale of hardware ("Hardware") apply to any subscription agreement, framework agreement or sales agreement (the "Agreement") entered into between ipvision a/s ("ipvision") and the company (the "Customer") named as customer in the Agreement between ipvision and the Customer (collectively the "Parties"). In order to be valid, any deviations from these Terms and Conditions must be agreed in writing between the Parties to the Agreement.

The Customer undertakes, prior to the final conclusion of the Agreement, to make available to ipvision any and all relevant information about locations, configurations, installations or other features which may be relevant to ipvision's overall provision of Services or Hardware.

By signing the Agreement, the Customer acknowledges having read and understood the details of the Services comprised by the Agreement in consultation with ipvision and of any product information provided. Data contained in product information and price lists are binding only to the extent that they are expressly included in the Agreement by reference. An offer made by ipvision is binding on ipvision only if accepted by the Customer within 30 days of the offer being made/distributed to the Customer by mail, fax or e-mail. The Customer is aware that no third party, including sales partners, is authorised to enter into agreements with binding effect on ipvision.

### **2. Services and Hardware**

ipvision offers Services and sale of Hardware as detailed in one or more specific Agreements. The Agreement between ipvision and the Customer describes in detail the scope and selection of Services, including agreements on service level and operational reliability (Service Level Agreement ("SLA"), Appendix 4 to the Agreement) and/or Hardware.

### **3. Delivery**

ipvision will provide hardware and services in accordance with the descriptions set out in the Agreement. ipvision is entitled to postpone the time of delivery where such postponement is necessary for technical and/or other reasons. Delays are also justified as a result of delays by third party suppliers, including hardware suppliers and telecom operators/line providers.

Unless otherwise agreed in writing, the specified times of delivery are best estimates. As far as Hardware is concerned, the date of delivery is the date specified for shipment ex works. Should ipvision realise that it will not be able to comply with the agreed time of delivery, or that a delay is considered likely, the Customer will receive written notification to such effect, where possible specifying when delivery is expected to take place.

Unless otherwise agreed, delivery of Hardware will be considered effected ex works (INCOTERMS). The risk of the items delivered will pass to the Customer when the items are picked up from ipvision by the carrier (including from ipvision's sub-suppliers and warehouse facilities). Freight and handling costs are payable by the Customer.

Network connections are ordered by the Customer for delivery at the specific address and location set out in the offer. Fibre connections cannot be moved to another address after conclusion of the Agreement. The location at the address may only be changed subject to prior agreement with ipvision, and such relocation will entail additional costs.

### **Commissioning**

In connection with the provision of Services, Commissioning has the meaning set out below.

Unless otherwise specified for delivery of network connections, Commissioning will take place on the date of delivery set out in the order confirmation from ipvision. For the delivery of mobile subscriptions, commissioning takes place on the forwarding of equipment and/or SIM cards for such equipment.

For provision of Services other than those mentioned above, Commissioning takes place on ipvision's notice of readiness to the Customer, irrespective of whether network equipment and/or SIM cards have been forwarded beforehand.

The date of Commissioning must be agreed by the Parties after the Customer has accepted the offer. However, ipvision may demand that Commissioning of all Services comprised by the offer takes place within three months of receipt of acceptance of the offer.

If the Commissioning is postponed due to matters attributable to the Customer (creditor's delay), including by failure to supply ipvision with any necessary information on demand, by the provision of faulty equipment or infrastructure or by delay due to the Customer's minimum subscription periods with other suppliers, the Customer must nevertheless effect any payment to ipvision as though Commissioning had taken place. The Customer may at any time afterwards notify ipvision that actual Commissioning may take place, after which ipvision will effect the deferred Commissioning within reasonable time. In the event of deferred Commissioning, the Customer must compensate ipvision for any losses or reasonable costs incurred or time spent. Minimum subscription periods, see Clause 14, are calculated from the date of actual Commissioning.

### **4. Connection of equipment**

Unless otherwise provided in the Agreement, any equipment necessary for delivery of the agreed Services will be mounted and connected by the Customer. ipvision is not liable for any mounting or connection performed by the Customer. The equipment is the Customer's responsibility, and ipvision will not be liable for errors, disruptions or interruptions, including any non-compliance with SLA terms.

If the Customer supplies the Internet connection, the Customer must ensure from time to time that the quality and capacity of the connection and any connected equipment is adequate so as to enable ipvision to provide the agreed Services in accordance with the Agreement. Any lack of capacity or quality in lines supplied by the Customer will exempt ipvision from providing the service levels agreed as per the SLA.

ipvision is entitled from time to time to change sub-suppliers, including sub-suppliers for installations, connections and Hardware.

### **5. ipvision's obligations**

ipvision's obligations are limited to provision of the Services specified in the Agreement, including in the SLA. ipvision is obligated to provide Services compliant with current legislation on the provision of telecom services with respect to any Agreements governed by such legislation.

Transmission paths owned and/or operated by telecom operators other than ipvision may be used for the Services sold. This also applies to any terms laid down by other telecom operators or agreed between ipvision and other telecom operators. In this connection, ipvision must inform the Customer about such terms, and ipvision will thus have no liability for such transmission paths.

### **6. Customer equipment and internal network**

The Customer must ensure that the connection to ipvision's network and the public telecom network in general is used in a manner not causing disruptions, interruptions or the like to the public telecom and data network.

In the event of such disruptions or the like, the Customer must immediately take countering measures, e.g. adjust the amount of incoming and outgoing telecom and Internet traffic,

subscribe for additional connections to the public telecom network or cease the behaviour causing the disruptions. If the Customer does not cease the behaviour causing the disruptions, ipvision is entitled to suspend the provision of Services with immediate effect, until the Customer can document that the unwanted behaviour has ceased.

The Customer may not use equipment, servers or gateways in connection with the Services purchased, including insert SIM cards into GSM Gateways, SMS Gateways or other gateway and server equipment, which generate traffic volumes exceeding what is considered normal traffic usage from a telephone. Any breach of this clause may result in the Customer becoming liable towards ipvision for provable losses and costs in connection with the unauthorised use.

ipvision is not liable for any misuse of the Customer's Services, Hardware or systems and connections in general, and in the event of misuse the Customer will be liable to pay for traffic, usage, etc. For security reasons, ipvision is entitled to carry out port scanning of the Customer's network connections.

## 7. Ownership

If ipvision's installations are placed at the Customer's premises, ipvision retains ownership thereof, and the Customer must return any such installations to ipvision immediately upon termination of the Agreement. The Customer may not exercise any lien in respect of ipvision's property in connection with any claims raised against ipvision.

Likewise, equipment and installations which are owned by a third party but procured by ipvision, and which are placed at the Customer's premises, belong to such third party and on termination must be returned to ipvision, which will then hand over such equipment etc. to the relevant third party. Any equipment which is not returned within two weeks of the date of termination of the Agreement will be invoiced to the Customer.

## 8. Liability

ipvision is not liable for any losses or damage resulting from disruptions or interruptions in ipvision's Services. Moreover, ipvision is not liable for any losses or damage resulting from unintentional security issues, including virus attacks, denial of service attacks, infiltration of the Customer's network by third parties, etc. ipvision disclaims any liability for any delays.

ipvision is not liable for errors, breakdowns or other interruption in operations which is due to matters attributable to transmission paths, equipment, systems, installations, etc. owned or operated by other operators, or to any other matters which are not due to misconduct or gross negligence on the part of ipvision. Moreover, ipvision is not liable for any interruption in operations attributable to measures which are necessary for technical, maintenance or operational reasons or have been ordered by the regulatory authorities.

ipvision is only liable for the Customer's direct losses and is thus in no event liable for loss of income, earnings or other indirect losses, including loss of goodwill and losses arising as a result of any lapse or breach of agreements between the Customer and a third party. The Customer cannot claim reimbursement of any additional costs incurred in connection with the use of an alternative service provider.

The Customer's use of one or more of ipvision's Services will be at the Customer's own risk in every respect. ipvision will not be liable for any losses or other issues resulting from the lack of access to Services, e-mails or information via the Internet.

This also applies where the lack of access is due to system failure or other conditions at ipvision which could affect operations.

ipvision assumes no liability for any loss of data, e-mails or installed software, etc. in connection with the Customer's use of ipvision's Services and Hardware. ipvision assumes no liability for unauthorised access to the Customer's data and internal

systems, as the Customer is responsible for establishing and maintaining a high level of security and for exercising care, including when unusual consumption is identified.

ipvision is not liable for any errors or defects in the DNS setup at other suppliers or providers used by the Customer.

ipvision reserves the right to carry out preventive blocking of calls to certain areas/countries, functions etc., but the Customer may generally contact ipvision to have the blocking lifted.

ipvision is exempted from liability for any consequences of non-performance with the Agreement, if performance with ipvision's obligations is rendered impossible or unreasonably onerous due to circumstances beyond ipvision's control, or which ipvision could not reasonably be expected to have foreseen at the time of conclusion of the Agreement, and which ipvision could not have avoided or overcome without incurring considerable expenses ("Force Majeure"). Such circumstances include, but are not limited to, acts of government, natural disasters, lightning strikes, flooding or other considerable water damage, fire, interrupted energy supply or transport options, war, rebellion, sabotage, vandalism, theft, strikes and lockouts.

If equipment belonging to ipvision or a third party is leased, the Customer is responsible for keeping such equipment insured.

The Customer must from time to time carry out necessary backup of software and data on Hardware, including in particular apps, e-mails, files and documents. In connection with ipvision's Services, error correction, repair and/or replacement delivery, ipvision is not liable for any loss of software and/or data.

The Customer is liable under the general rules of Danish law for any damage to ipvision's equipment and installations at the Customer's premises. Moreover, the Customer in every respect bears the risk relating to ipvision's equipment and installations at the Customer's premises, including with respect to theft, loss and accidental damage, e.g. fire damage, water damage or damage caused by excess voltage and lightning strikes. The Customer must reimburse ipvision for any loss arising in these instances.

## 9. Assignment of numbers

### Assignment of telephone numbers and IP addresses

In connection with the porting of an existing telephone number, the Customer authorises ipvision to request on its behalf the Customer's existing operator to transfer the Customer's telephone number to ipvision or a third party appointed by ipvision via number portability.

The Customer is responsible for terminating any agreements with its existing telecom or network operator. However, numbers to be ported must not be cancelled. Any terms relating to minimum subscription periods and/or notice periods in an existing agreement with the supplier, including any costs incurred in that connection, will be of no concern to ipvision, irrespective of number porting or the time of Commissioning, etc.

Technical or operational issues may require that the Customer is assigned a new telephone number in special cases. In such cases, ipvision may do so without liability. The Customer will be informed of the change at the longest notice possible.

### Assignment of IP addresses

ipvision will assign IP addresses to the Customer as and when the Customer needs it. ipvision reserves the right to change or reduce assigned IP addresses and implement restrictions on use in accordance with the directives issued by Réseaux IP Européens (RIPE). The Customer will be notified of any such changes.

Technical, operational, market-related or regulatory issues may require that the Customer is assigned new IP addresses in special cases. In such cases, ipvision may do so without

liability. The Customer will be informed of the change at the longest notice possible. ipvision will not be liable for any costs incurred in this connection.

## 10. Correction of errors

The Customer must report any errors or defects to ipvision as soon as possible and within reasonable time after such error or defect has been identified. Any failure to do so will cause the Customer to forfeit the right to bring a claim for the error or defect against ipvision. Errors may be reported to ipvision on tel. +45 8888 7799, by sending a letter to Skodsborgvej 305 D, 2850 Nærum, Denmark, or by sending an e-mail to support@ipvision.dk.

After the Customer's justified and timely reporting of errors or defects, ipvision will as soon as possible seek to remedy such errors or defects in accordance with the terms of the Agreement and the SLA concluded. Where nothing else has been agreed in the Customer's Agreement, services will be provided in accordance with the standard SLA.

In connection with error correction, the Customer must grant ipvision's staff access to examine the Customer's installation. In the event of error correction beyond ipvision's control and responsibility, ipvision reserves the right to invoice any time spent at the rates set out in the schedule of prices applicable from time to time at [www.ipvision.dk/bilag](http://www.ipvision.dk/bilag).

## 11. Warranty on Hardware purchases

At the time of the Customer's conclusion of the Agreement for Hardware purchases, the following terms apply with respect to warranty:

On receipt of Hardware, the Customer is encouraged to test all functionalities with a view to ensuring that the supplied Hardware is free from defects. If the supplied Hardware turns out to be defective, and the Customer intends to claim the defect, the Customer must, in accordance with Clause 10, inform ipvision thereof immediately after the defect has been discovered or ought to have been discovered, as the Customer cannot later claim the defect.

Hardware may only be returned subject to specific agreement. Likewise, once placed, orders cannot be cancelled. If an agreement is made for the return of items or cancellation of orders placed, this will only be accepted for stock goods in unopened original packing. In any event, ipvision will charge a return fee of 25% of the item's selling price (ex VAT), however, at least DKK 500.00 (ex VAT) per item.

## 12. Ordering and payment

### Ordering and paying for Services

When entering into an Agreement for the provision of Services, the Customer undertakes to pay 50% of any establishment costs incurred in connection with the conclusion and signing of the Agreement. For Hardware comprised by the Agreement, the Customer undertakes to pay 50% of the price of the Hardware on conclusion and signing of the Agreement. In the event of any failure to remit timely payment, ipvision reserves the right to defer the time of delivery. The Customer undertakes to pay the remaining amount on Commissioning of the Agreement.

The subscription fee, the service/support charge and any financing costs are fixed and payable quarterly in advance, the first such payment falling due on delivery of the subscription service, the service or any financed Hardware. Telephone traffic is payable monthly in arrears.

Any orders placed by the Customer for capacity and/or user licenses in addition to what is comprised by the Agreement will be invoiced from the date of delivery. Time spent on installation will be charged at a designated number of technician hours agreed in advance. If the Customer has any specific demands which cannot be contained within the number of hours

designated, the work will be performed according to vouchers submitted. Any changes in the supplied Services made after conclusion of the Agreement, including any changes in the PBX setup, call flow, network configuration, DNS, IP addresses, firewall parameters or hardware configurations, which cannot be attributed to errors or defects in the services provided or Hardware supplied will also be invoiced on a time-spent basis or in accordance with the schedule of prices applicable from time to time at [www.ipvision.dk/bilag](http://www.ipvision.dk/bilag).

Changes and adaptations will be invoiced on completion of the change. However, in the event of major changes and adaptations, ipvision may demand part payment prior to final delivery.

In connection with changes to the provision of Services, a new minimum subscription period will begin to run from Commissioning of the change of the relevant Service(s). Unless otherwise agreed, the extended minimum subscription period will correspond to the initial period originally agreed in the Agreement.

### Usage on data packages

In connection with mobile data package purchases, any data overage will be invoiced in accordance with the rates applicable. ipvision offers data turn-off or reduced speed on Danish packages. Up to 24 hours may pass before the access to data is turned off or the data speed is reduced, and a fee may be charged for any data overage. In accordance with applicable EU regulation, consumption of data within the EU is also included in the Danish packages (subject to a roaming fee, however). Consumption of data in the EU cannot be turned off with respect to use of the Danish package, and overage in both the EU and Denmark may therefore occur in connection with usage in the EU.

### Ordering of Hardware

When the Customer has placed an order, an order confirmation will be sent directly to the Customer by e-mail. The Customer must object immediately upon receipt if the contents of the order confirmation are inconsistent with the order placed by the Customer.

### General conditions

ipvision's general terms of payment are eight (8) days net, provided that payment is effected via LeverandørService.

If the Customer deregisters from LeverandørService, ipvision reserves the right to demand payment in advance or a bank guarantee. Any failure to comply with such request upon written demand giving three days' notice will be deemed to constitute material breach of both these Terms and Conditions and the Agreement, see Clause 14. ipvision is also entitled fully or partly, permanently or temporarily, to cease providing the agreed Services.

In the event of failure to register for LeverandørService, ipvision is entitled to charge a fee of DKK 50.00 per invoice. If an invoice is paid by bank transfer without using LeverandørService or FIK-code, ipvision is entitled to charge DKK 25.00 per payment.

If the Customer fails to pay on time, ipvision is entitled to charge default interest of 1.5% per month or fraction of a month from the due date. If the Customer fails to pay amounts due (interest, fees and any collection costs) at the latest five (5) days after receipt of a demand for payment, ipvision will be entitled to terminate the Agreement for breach. In the event of payment default, ipvision is also entitled fully or partly, permanently or temporarily, to cease providing the agreed Service.

If any arrears have been paid, including all fees and accrued interest, the Customer may send a written request to ipvision for resumption of the provision of Services. If the provision of Services is resumed, the Customer will be charged a re-opening fee in accordance with the schedule of prices applicable from time to time at [www.ipvision.dk/bilag](http://www.ipvision.dk/bilag).

Invoices will be sent by e-mail to an e-mail address designated by the Customer or in OIOUBL format to an EAN number designated by the Customer. The Customer is responsible for updating the designated e-mail address at [www.ipvision.dk/faktura](http://www.ipvision.dk/faktura) as well as any other relevant information, including, where relevant, EAN number, by contacting ipvision.

The Hardware is sold subject to retention of title, whereby the title to items sold will not pass to the Customer until the purchase price has been paid in full. This means that ipvision may repossess the items sold if the Customer fails to perform its obligations.

Claims filed by the Customer against ipvision will not entitle the Customer to withhold mandatory payments or any part thereof or to effect any set-off.

ipvision is at any time entitled to determine and change a credit limit for the Customer's consumption or to demand security, including payment of a deposit by the Customer. Deposits do not carry interest, and the Customer will pay all costs incurred in connection with the provision of security.

If the Customer's outstanding account exceeds the credit limit determined, ipvision is entitled to withhold the provision of further Services until the Customer's outstanding account is again below the credit limit.

As far as telephony is concerned, calls and traffic will be charged per minute or fraction of a minute and otherwise in accordance with the call rates (Appendix 2a to the Agreement). ipvision is not liable for any misprints, exchange rate developments or price increases as set out below. Unless otherwise provided in the Agreement, installation is not included in the specified prices.

#### Changes to terms and prices

ipvision may change these Terms and Conditions, terms in the Agreement, special supplementary terms and subscription charges, usage charges and fees at not less than one month's notice.

Price increases may be implemented as a result of general inflation and market developments in the prices of the services provided, including as a result of national or international regulations directly or indirectly affecting ipvision's costs and in the event that ipvision's costs increase or ipvision's profitability or earnings requirements increase.

Such changes will be notified by publication on ipvision's website or by forwarding a written notice (including by e-mail to the e-mail address specified by the Customer), possibly together with an invoice or as a text line on the payment overview from the Customer's bank or Nets A/S (formerly PBS). However, material changes will be notified in writing (including by e-mail to the e-mail address specified by the Customer), possibly together with an invoice or as a text line on the payment overview from the Customer's bank or Nets A/S (formerly PBS).

Any changes which are not to the Customer's disadvantage may be implemented without notice or publication. Any change of one-off fees, including establishment fees, transfer fees, etc., may be implemented without notice by insertion into ipvision's price lists.

In the event of adoption of an increase in government taxes or charges, ipvision may give notification of price increases for implementation on the same date as the date of implementation of such taxes or charges.

Notification of changes will not constitute a termination of these Terms and Conditions or the Agreement. If the Customer wants to object to a notified change, such objection must be raised immediately and before expiry of the specified notification period.

All prices are exclusive of VAT. ipvision is entitled to adjust all agreed prices once annually, however, at the earliest 12

months after Commissioning. Adjustment may take place in accordance with developments in the consumer price index (calculated as developments from the month of January of the year before the adjustment to the month of January of the year in which the adjustment is made), however, at least by 2.00% per year.

If the consumer price index is no longer calculated, ipvision may adjust prices in accordance with developments in another similar, official index measuring the same price developments. ipvision may also from time to time change prices as set out above ("Changes to terms and prices").

#### **13. Assignment of the Agreement**

ipvision is entitled to assign rights and obligations, including payment obligations, under this Agreement and any related Agreements to a third party and otherwise to arrange for ipvision's obligations under the Agreement to be performed by a third party.

The Customer may assign the Agreement only subject to ipvision's prior written consent.

#### **14. Termination of the Agreement**

These Terms and Conditions apply as between the Customer and ipvision when accepted by the Customer on conclusion of the Agreement. These Terms and Conditions are non-terminable for as long as the Agreement (including a selected number of Services under the Agreement) remains in force.

Any termination must be communicated in writing to [kundeservice@ipvision.dk](mailto:kundeservice@ipvision.dk) specifying the customer number assigned by ipvision.

The Agreement is non-terminable during the initial period or the minimum subscription period of the Agreement and during minimum subscription periods specified for individual Services under the Agreement, including any agreed extensions thereof ("Minimum Subscription Period"). ipvision is from time to time entitled to terminate the Agreement at three (3) months' written notice.

If the Agreement (or the individual Services under the Agreement) has not been terminated by the Customer at three (3) months' notice before expiry of the Minimum Subscription Period, the term will automatically be extended by 12 months. On expiry of a term of agreement, the Minimum Subscription Period will be extended by 12 months, if the Agreement has not been terminated in due time. The Agreement may be terminated at three (3) months' written notice to expire on the last day of an extended Minimum Subscription Period.

On termination of the subscription agreement, ipvision is entitled to keep any assigned IP addresses and any telephone numbers which have not been number ported. Numbers which are not ported by the Customer and any related services will continue to be invoiced until the Customer has ported or terminated these with final effect, irrespective of whether porting has been carried out previously at the request of the Customer or a supplier chosen by the Customer.

In the event of material breach of the Agreement by the Customer, ipvision is entitled without further notice to terminate the Agreement and any related Agreements and to claim payment of any losses and settlement of any outstanding accounts. Material breach is deemed to include failure by the Customer to pay amounts due; bankruptcy or reconstruction proceedings against the Customer; any unlawful acts or omissions by the Customer in relation to the use of Services; any infringement by the Customer of ipvision's and/or a third party's intellectual property rights, including copyrights, design rights, patent rights, utility model rights, trademark rights, etc.; the Customer's connection of equipment which does not comply with the regulatory requirements for such connection; any failure to comply with ipvision's directions for use of equipment, use of the provided service for sale to a third party; misuse of Services in general (including as set out below); and refusal to provide ipvision with access to the Customer's

installations in connection with error detection and maintenance, etc.

In the event of discovery of misuse, ipvision reserves the right to terminate subscriptions for unlimited use of data without notice. The following behaviour will be deemed to constitute misuse and, consequently, material breach, see also Clause 6:

- a. Extensive use of group calls (more than 30 hours per invoicing period);
- b. Commercial use, including for marketing purposes, call centre services, text message gateways, etc.;
- c. Connection of terminals, boxes or other equipment used to generate calls automatically and not intended for ordinary person-to-person use; and
- d. Connection of equipment which is not CE marked in accordance with the provisions of the Danish Act on Radio and Telecommunications Terminal Equipment etc.

#### **15. Right to complain about Services**

Any complaints from the Customer regarding ipvision's non-compliance with Agreements on Services, including regarding usage and payments charged, must be submitted to ipvision in writing. Within fourteen (14) days of receipt of the complaint, ipvision is required to confirm the receipt in writing and at the same time to provide a preliminary assessment of how long it will take before a final decision is available. Decisions made by ipvision may be brought before the Telecommunications Complaint Board (*Teleankenævnet*), Nørre Voldgade 48, ground floor, 1358 Copenhagen K, Denmark.

#### **16. Governing law and jurisdiction**

Any disputes arising between ipvision and the Customer in connection with the Agreement must be determined in accordance with Danish law and must be brought before the ordinary courts of law in Denmark with the City Court of Copenhagen as the agreed venue.

*These Terms and Conditions will apply as from 1 December 2016.*