

Master Service Agreement

between

**NORDUnet A/S
Kastruplundgade 22
DK-2770 Kastrup
DENMARK**

and

**<Customer name>
<Customer Address>
(The Customer)**

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This Master Service Agreement ("**the Agreement**") is entered into between

NORDUnet A/S, a limited company duly incorporated under the laws of Denmark with CVR-nr. 17490346 and having its registered office at Kastruplundgade 22, 2770 Kastrup Denmark

(hereinafter referred to as "NORDUnet")

and

<CUSTOMER>

(hereinafter referred to as "the Customer");

in each case a "Party" and collectively the "Parties"

BACKGROUND

NORDUnet is providing a state-of-the-art optical network to interconnect the national research and education networks in Denmark, Finland, Iceland, Norway and Sweden, fully owned by the five Nordic national research and education networks, and as NORDUnet has the expertise in supply of certain services and offers to provide such to the Customer; and

as the Customer has selected NORDUnet to provide certain services and wishes to contract for such services – as further described in this Agreement, the Agreement Addendum (s) and the Appendices - from NORDUnet;

the Parties hereto have agreed as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Agreement, unless the context otherwise requires, the following words and expressions have the following meanings:

- | | | | |
|--------------|----------------------|-------|--|
| 1.1.1 | "Agreement Addendum" | means | an addendum to the Agreement, in which the agreed and specific services to be delivered by NORDUnet, including the agreed and specific delivery terms, the agreed and specific remuneration to be paid by the Customer to NORDUnet in compensation for the agreed and specific services, and the agreed and specific termination term of the delivery of the service(s); |
| 1.1.2 | "Delivery Date" | means | the date, on which the Services are contracted to be put into operation as specified in the Agreement Addendum(s); |
| 1.1.3 | "Delivery Terms" | means | the agreed terms of delivery, if any, as set out in the Agreement Addendum(s); |
| 1.1.4 | "Force Majeure" | means | the meaning given to it according to clause 11; |
| 1.1.5 | "Services" | means | the services provided by NORDUnet in accordance with the description in the Agreement Addendum(s). |

2. SCOPE OF THE AGREEMENT

2.1 The Agreement consists of

- a) This Master Service Agreement
- b) Appendix 1: Fault reporting, Service Level and Service Level Commitments
- c) Any Agreement Addendum(s).

2.2 In case of inconsistencies between the above elements the Master Service Agreement including the appendices shall prevail over the Agreement Addendum(s), unless otherwise stated in the specific Agreement Addendum(s).

2.3 NORDUnet agrees to provide to the Customer the Services as specified in any Agreement Addendum(s) to this Agreement, subject to the terms and conditions as set out below.

2.4 In consideration of the provision of the Services by NORDUnet under the Agreement, the Customer will pay to NORDUnet the charges as specified in the Agreement Addendum(s) and in accordance with clause 4.

2.5 The Services shall be delivered as specified in the Agreement Addendum(s).

3. TERM AND TERMINATION

3.1 This Agreement shall commence when having been signed by both Parties and shall, unless terminated earlier under clauses 3.3-3.5 have effect as long as any relevant Agreement Addendum(s) is/are in force.

3.2 The Agreement and the Agreement Addendum(s) may be terminated at any time by either Party for any breach by the other Party of the obligations set out in it/them, by giving written notice to the other of its intention to terminate. The notice shall include a detailed statement describing the nature of the breach. If the breach is remedied within a period of 30 days after service of the notice, the termination shall not take effect.

3.3 Either Party shall be entitled to immediately terminate the Agreement and any Agreement Addendum - in whole or in part - by a written notification to the other Party:

- (i)** if the other Party commits a material breach of the Agreement or any Agreement Addendum;

- (ii) if the other Party repeatedly commits breaches even if remedied within the period given in clause 3.2;
- (iii) if the other Party is either subject to an enforcement action by any regulator, being a professional body having regulatory, supervisory or governmental authority, or ceases to be authorised under applicable law, in either case preventing the Party from performing its obligations under this Agreement and or the Agreement Addendum(s);
- (iv) if the other Party becomes bankrupt or insolvent; has sought reconstruction under any statute or legal process; has suffered or permitted a trustee, liquidator, administrator, receiver, receiver-manager or similar custodian to be appointed or to take possession of its property or assets; has voluntarily or involuntarily commenced proceedings for dissolution, liquidation or winding up; or has ceased to carry on business in the ordinary course;
- (v) if the other Party has invoked Force Majeure and it is ascertained that the Force Majeure will last longer than 30 days;

3.4 Upon termination – for whatever reason – NORDUnet shall be entitled to compensation for work performed under the Agreement Addendum(s), and agreed expenses, until the termination or the expiry of a termination notice.

3.5 Upon termination – for whatever reason – the Parties shall, without delay, return any and all of the other Party's equipment, documentation, information and/or any other property, which may be in the possession of the other Party.

4. PRICES AND PAYMENT

4.1 In consideration for the provision of the Services the Customer will pay to NORDUnet the compensation and charges for the Services, as specified in the Agreement Addendum(s) with effect from the dates set out in the Agreement Addendum(s).

4.2 Unless otherwise agreed in the Agreement Addendum all prices and charges shall be invoiced in Euro and are exclusive of VAT and any other similar sales taxes, duties or levies imposed on NORDUnet by law. In case such a tax, duty or levy will be due, the respective amount will be added to the compensation or charges payable by the Customer, save when the payment is subject to reverse charge of VAT. (NORDUnet's VAT registration number is DK 17490346).

4.3 Payment is due 30 days as from the invoice date.

- 4.4** Any payment due by the Customer under the terms of this Agreement or the Agreement Addendum(s), which is not paid by the due date, shall accrue interest at a interest rate of 0,25 per cent above the Euribor (European Interbank Offer Rate) calculated per day as from the due date.
- 4.5** If there is a total failure to provide any of the Services by NORDUnet, then without prejudice to any other right or remedy of the Customer, the Customer may withhold any payment, which is due in respect of that Service to the Customer under the Agreement Addendum(s), until such time as the failure is rectified. NORDUnet will not be entitled to charge the Customer interest on any payment so withheld.
- 4.6** If an Agreement Addendum is terminated by either Party, the Customer shall be refunded any and all remaining advanced payments corresponding to periods following the date of termination that Agreement Addendum. NORDUnet shall be entitled to retain and set off such remaining advanced payments as are equal to the aggregate of any sums owed to it by the Customer.

5. SERVICE QUALITY

- 5.1** NORDUnet shall provide the Services in accordance with the quality and availability parameters set out in **Appendix 1** (Fault reporting, Service Levels and Service Commitments) and the Agreement Addendum(s).
- 5.2** From time to time NORDUnet may make minor variations to the technical parameters applicable to the Services, whether specified in the Agreement Addendum(s) or otherwise, as long as the quality and functionality of the Services are not adversely affected.

6. OBLIGATIONS OF THE CUSTOMER

- 6.1** The Customer shall only use the Services for lawful purposes.
- 6.2** The Customer shall be responsible for its own configuration and use of the Services including, without limitation, the provision of any and all interconnection facilities, network equipment, the Customer's testing equipment and procedures, maintenance of equipment, and other facilities or actions necessary to utilise the Services unless such have been provided by NORDUnet.
- 6.3** The Customer shall only use and connect equipment to the Services that complies with all applicable laws, regulations, industry standards and licensing requirements.

6.4 The Customer shall conduct all operations and use the Services in a manner, which does not interfere with the operations of NORDUnet's network or the use thereof by any other customer of NORDUnet.

6.5 The Customer shall comply at all times with reasonable operating procedures, policies and interconnection requirements of NORDUnet as are made known by NORDUnet from time to time.

7. OBLIGATIONS OF NORDUnet

7.1 With effect from the Delivery Date NORDUnet will provide the Customer with the Services as defined in the Agreement Addendum(s).

7.2 NORDUnet shall comply with all safety and security requirements notified to NORDUnet when accessing the Customer's premises in order to fulfil its obligations under this Agreement and the Agreement Addendum(s).

7.3 NORDUnet shall carry out all necessary maintenance and repair work to ensure the agreed quality of the Services as described in the Agreement Addendum(s).

7.4 NORDUnet has a fault reporting system, including a service telephone number, as well as a support system described in **Appendix 1** (Fault reporting, Service Levels and Service Commitments).

7.5 NORDUnet will comply with and ensure that the Services comply with all relevant and applicable local, national and supranational laws and regulations in each jurisdiction, in which any of the Services are provided.

7.6 NORDUnet shall use reasonable endeavours to grant and assign to the Customer the benefit of all warranties and guaranties, granted to NORDUnet by its suppliers in relation to the Services, or to procure that its suppliers grant such warranties and guaranties directly to the Customer.

7.7 NORDUnet shall promptly notify the Customer about any event or circumstances, which may have, or is likely to have, a material or adverse effect on the ability of NORDUnet to perform its obligations under this Agreement in accordance with the terms of this Agreement and applicable laws and regulatory requirements.

8. CONFIDENTIALITY

8.1 Confidential information is any information that relates to the business, affairs, technology developments, trade secrets, know-how, personnel and suppliers of a Party together with all

information derived from the above, and any other information clearly designated as being confidential, whether or not marked as confidential, or which ought reasonably to be confidential.

- 8.2** Either Party may disclose confidential information to its employees, affiliates, agents, and legal, financial, and accounting advisors and providers (including its lenders and other financiers) with a bona fide need to know, but only to the extent necessary or appropriate in connection with the negotiation and/or performance of this Agreement or its obtaining of financing, provided that each such party is notified of the confidential nature of such confidential information and is bound by similar restrictions on its use and disclosure.
- 8.3** The provisions of this clause 8 shall survive for a period of two years from the date of the expiration or termination of this Agreement.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1** All copyright and/or other intellectual property rights arising as a result of NORDUnet's performance of the Services shall belong to NORDUnet.
- 9.2** NORDUnet is responsible for the protection of industrial property rights, which exclude or limit the use of the Services. In the event that a claim is made or legal proceedings commenced against the Customer on the basis of the Customer's use of the Services provided by NORDUnet, NORDUnet shall indemnify and hold Customer harmless from any loss, damage, liability or expense incurred by the Customer arising out of such infringement of the intellectual property rights of third parties.
- 9.3** Should any infringements of industrial property rights under this clause be proved after the conclusion of this Agreement, and should the use of the Services be affected or prohibited, NORDUnet undertakes at its choice either to amend or to replace the Services in such a way that it is no longer covered by industrial property rights of third parties, although corresponding to the contractual provisions, or to obtain the right for the Customer to use the Services without limit and without paying royalties.
- 9.4** NORDUnet's obligation in clause 9.3 shall apply only to the extent that NORDUnet is informed by the Customer in writing within 14 days as of when the claim was made or the legal proceedings was commenced, and NORDUnet is entitled to participate in or take over the defence of legal proceedings and/or any negotiations regarding an agreement or settlement.

10. LIABILITY AND LIMITATION OF LIABILITY

- 10.1** Subject to the limitations set forth below, a Party shall be liable for any losses and/or legal expenses caused by negligence by the Party, any of its employees or subcontractors and suffered by the other Party.
- 10.2** Neither Party shall be liable to the other for any indirect or consequential loss or damage. For these purposes, "indirect or consequential loss or damage" includes, but is not limited to, loss of revenue, profit, anticipated savings, business or goodwill, loss or corruption or destruction of data.
- 10.3** Except in the case of death or personal injury, the maximum aggregate liability of either Party to the other for any loss sustained by the other Party (whether as a result of negligence or otherwise) in connection with anything done or omitted to be done under this Agreement and the Agreement Addendum(s) shall be limited to an amount equal to one year's remuneration in the relevant Agreement Addendum or - in case of a one-time payment – to such payment.
- 10.4** The liability of NORDUnet according to clause 9 (infringement of industrial property rights) shall remain unaffected by the limitations in clause 10.3.

11. FORCE MAJEURE

- 11.1** Subject to clause 11.3 neither Party shall be held liable by the other for failure in performing its obligations under this Agreement, if such failure is caused by or arises as a result of an event of Force Majeure.
- 11.2** For the purposes of this Agreement "Force Majeure" shall mean all circumstances not foreseeable and beyond the Party's reasonable control such as - but not limited to - natural catastrophes, governmental measures, decisions of authorities, blockades, war and other military conflicts, mobilisation, internal unrest, riot, acts of terrorism, fire, explosion, theft, malicious damage, confiscation and embargoes, which occur after the conclusion of this Agreement and impede the due performance of the Agreement temporarily or permanently.
- 11.3** The Party affected by Force Majeure shall notify the other Party immediately in writing of the beginning of the impediment and send proof of this by an official confirmation.

12. ASSIGNMENT

- 12.1** Neither Party may - without the prior written consent of the other Party - assign all or part of its rights and obligations under this Agreement or under any Agreement Addendum to any other

party, such consent not to be unreasonably withheld or delayed in the case of an assignment to any affiliate of the Party.

13. NOTICES

13.1 All notices served on either Party by the other must be in the English language.

13.2 Any notice to be given under this Agreement shall be deemed to have been validly received by a Party within 7 (seven) days after the date of posting when forwarded to a party's address or last known address by registered mail, or when sent by any other means of communication that provides a record of the sending thereof, and by email when proven to have reached the Party within 24 (twenty four) hours:

NORDUnet:	address:	NORDUnet A/S Kastruplundgade 22 2770 Kastrup DENMARK
	attention:	CEO
	E-mails:	ceo@nordu.net
	cc:	contracts@nordu.net

The Customer:	address:	COMPANY ADDRESS1 ADDRESS2 ZIP/CITY Country
	attention:	
	E-mail:	

14. MISCELLANEOUS

14.1 This Agreement and any Agreement Addendum(s) hereto represents the entire understanding between the Parties with respect to its subject matter and supersedes all prior agreements, understandings or arrangements, whether oral or written.

14.2 In case of any discrepancy between this Agreement, the Appendices and the Agreement Addendum(s) the wording and the intent of the this Agreement shall prevail.

- 14.3** This Agreement may only be modified or supplemented by an instrument in writing executed by a duly authorised representative of each Party.
- 14.4** If any term, covenant or condition contained herein shall, to any extent, be invalid or unenforceable in any respect under the law governing this Agreement or the Agreement Addendum(s), the remainder of this Agreement and the Agreement Addendum(s) shall not be affected thereby, but remain valid and enforceable to the fullest extent permitted by law.
- 14.5** Nothing in the Agreement or in the Agreement Addendum(s) shall create, imply or evidence any partnership between the Parties or the relationship between them of principal and agent or legal representative for any purpose whatsoever.
- 14.6** The failure of a Party to exercise or enforce any right conferred to it by this Agreement, the Agreement Addendum(s) or by law, shall not be construed as a waiver or relinquishment of its part of any such right nor shall it operate to bar the exercise enforcement thereof or any other right or remedy on a later occasion.

15. GOVERNING LAW AND VENUE

- 15.1** The Agreement shall be governed, construed and interpreted according to Danish Law.
- 15.2** Any dispute arising out of or in connection with this contract, including any disputes regarding the existence, validity or termination thereof, shall be settled by arbitration administered by The Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced.
- 15.3** The language of the arbitral proceedings is English. The place of arbitration is Copenhagen.
- 15.4** The dispute shall be decided by a panel of three arbitrators. Each Party appoints one arbitrator and the institute appoints the third arbitrator.

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SIGNED by the authorised representatives of the Parties

Place:

Place:

Date:

Date:

SIGNED for and on behalf of
NORDUnet A/S

SIGNED for and on behalf of
CUSTOMER

Name: Valter Nordh

Name:

Position: CEO

Position:

Signature: _____

Signature: _____

APPENDIX 1 - Fault reporting, Service Levels and Availability Commitments

1 Incident reporting

NORDUnet:
Phone: +46(0)8 20 78 60
Email: 247@nordu.net

Please note that URGENT and CRITICAL problems must always be reported via telephone and if possible supported by an email.

Support contact information:

NORDUnet:
Phone: +46(0)8 20 78 60
Email: noc@nordu.net

2 Service Levels

During manned hours (Monday to Friday 07:00 a.m. - 07:00 p.m. CET)

Incidents can be reported by telephone and via e-mail.

- Incidents reported by telephone shall be answered within 2 minutes.
- In exceptional cases incidents can be reported to a telephone answering service in which case the NOC shall contact the caller no later than 10 minutes after reporting.
- The NOC shall confirm the reception of incidents reported by e-mail within 10 minutes. The NOC shall begin fault isolation within 5 minutes after notification.
- If the incident is caused by an error in the connection and/or equipment the NOC shall notify the relevant provider/operator of the fault immediately after fault localisation.
- If the incident is not directly attributable to connections or equipment it shall be reported to the adequate Level 2 Operation.
- The NOC is doing proactive surveillance by means of eyeballing alarms from network management and support systems.

During other hours

Incidents can be reported by telephone and via e-mail.

- Incidents reported by telephone may be received by a telephone answering service.
- The NOC shall contact the incident reporter within a maximum of 30 minutes.
- The NOC shall begin fault isolation within 30 minutes after the fault has been notified.
- If the incident is caused by an error in the connection and/or equipment the NOC shall notify the relevant provider/operator of the fault immediately after fault localisation.
- If the incident is not directly attributable to connections or equipment it shall be reported to the adequate Level 2 Operation.
- Proactive surveillance is done by means of sms alarms sent from network management and support systems.

3 Availability Commitments

3.1 Service Availability

NORDUnet will endeavor to meet the Service availability at the following levels:

Single Route or non-redundant Services 99.50%

Protected Route or redundant Services 99.99%

3.1.1 Definition and Measurement

Service Availability is a measure of the relative amount of time during which a Service is available for Customer use during a calendar month.

"Service Unavailability" is defined as the periods for which a Service is experienced as unusable and is measured from the time

- that the Customer reports unavailability of the Service to the NORDUnet NOC and NORDUnet opens a trouble ticket, until the time
- that NORDUnet advises the Customer that the Service is restored and operating in accordance with agreed specifications.

Any periods of time in which a trouble ticket is kept open following notification by the NORDUnet NOC that Service has been restored is not included in measuring the duration of a period of Service Unavailability.

3.1.2 Service interruptions not counted as Service Unavailability

- Planned work that has been announced to the Customer at last five calendar days in advance.
- Any interruptions of a redundant link or service that are not affecting the service.
- Planned or unplanned interruptions caused by customer.
- Interruptions caused by incidents in Customer's own network, equipment or services that the specific service depends on.
- Force majeure or similar in accordance with the Agreement.

3.1.3 Planned Maintenance

- Planned maintenance will be announced no later than that five calendar days in advance.
- Emergency maintenance may be announced on a shorter notice.