

# Subscription Terms and Conditions

Valid from 1 July 2022



## 1 AREA OF VALIDITY AND DEFINITIONS

These subscription terms and conditions (hereinafter called the Subscription Terms) apply for the provision of services by businesses (hereinafter called Customer) supplied by GlobalConnect AS (hereinafter called GlobalConnect), regardless of whether the customer relationship has been established through direct contact between GlobalConnect and the Customer, or via a dealer who offers the services on behalf of GlobalConnect.

## 2 SUBSCRIPTION TERMS

The use of GlobalConnect's services and the relationship between GlobalConnect and the Customer is governed by (where the applicable Subscription Terms have the lowest priority):

- Other adjusted terms agreed between GlobalConnect and the Customer
- Terms for individual services and other appendices to the Subscription Terms, including
  - Service descriptions
  - The Service Quality Agreement (SLA)
- GlobalConnect's Order receipt, Order confirmation, Notification of change and Ready for service confirmation
- The Subscription Terms

If the customer has entered into a Master Service Agreement, an Agreement for the delivery of fibre and data communication services or other framework agreement, the Subscription Terms apply only to the extent the Service Provider Agreement, Agreement for the delivery of fibre and data communication services or other framework agreement does not govern the applicable terms.

GlobalConnect's Service Descriptions, Service Quality Agreement, etc. are available at [www.globalconnect.no/dokumenter](http://www.globalconnect.no/dokumenter).

## 3 SUBSCRIPTION

### 3.1 Who may subscribe

Enterprises registered in the Register of Business Enterprises in Norway or equivalent international registry may subscribe to GlobalConnect's services.

### 3.2 Credit rating and security for payment

A routine credit rating will be carried out for new Customers. GlobalConnect may in connection with this gather information from public sources and credit information agencies. If the Customer is not sufficiently creditworthy, GlobalConnect may deny delivery.

### 3.3 The Customer's contact information

In the event of changes to the Customer's contact information, including postal and invoicing address, telephone number and e-mail address, the Customer is obliged to notify GlobalConnect of changes without undue delay.

### 3.4 Transfer of subscription

The Customer may not transfer the subscription to others without GlobalConnect's written approval and confirmation. Before such transfer may take place, all outstanding obligations between the parties must be met. GlobalConnect may demand a guarantee of payment or security before approval is granted.

GlobalConnect may transfer its rights and obligations under the agreement to other companies or entities, provided that such transfer does not entail significant inconvenience for the Customer. GlobalConnect may freely use factoring and other transfer of receivables.

### 3.5 Resale

Unless otherwise agreed, the subscription may not be resold, leased or otherwise made available to third parties, regardless of whether this is for consideration or offered free of charge.

## 3.6 Moving

The service is provided at the agreed installation addresses (physical delivery address). Change of installation address (moving) or other changes in the service requires approval from GlobalConnect. Change/moving of the service may entail a one-time cost, a change in the minimum term and/or a change in the monthly recurring charge. If GlobalConnect is unable to provide the service at the new address and the Customer terminates the agreement, the provisions in clause 8.3 apply accordingly.

## 4 PRICES AND PAYMENT

### 4.1 Prices

The price for the services provided by GlobalConnect to the Customer is stated on the order form, on the Order Confirmation or in the offer from GlobalConnect/GlobalConnect's dealer. A price offer is valid for 30 days from the date of the offer unless otherwise agreed.

### 4.2 Price changes

GlobalConnect is entitled to change the prices at any time. Price changes enter into force one month after written notice from GlobalConnect has been sent to the Customer. Price changes may be implemented with shorter notice if they are due to increases in government taxes.

GlobalConnect may also perform annual indexation of all prices without further notice to the Customer, by an amount equivalent to the increase in the retail price index (the main index) of Statistics Norway.

### 4.3 Cancellation of agreement

Prices quoted in an offer or an order can be subject to change, or the order may be cancelled by GlobalConnect if excavation permits cannot be granted and/or the establishment costs prove to be significantly higher than estimated. In such cases GlobalConnect will make contact to clarify delivery conditions and changes to the agreement/terms.

### 4.4 Payment

GlobalConnect's services are invoiced from the Ready for Service Date unless otherwise agreed. The Customer is invoiced in advance for continuous services. The invoice is due in 13 days unless otherwise agreed. Payment must take place within the due date as stated on the invoice. GlobalConnect may, pursuant to the Act relating to the limitation period for claims, perform invoicing in arrears.

Upon reception of invoices from GlobalConnect, the Customer is obliged to verify that the invoice is in accordance with agreed prices and services. If the Customer believes the invoice is incorrect, a written complaint must be addressed to GlobalConnect (contact information is available at [www.globalconnect.no](http://www.globalconnect.no)) before expiry of the payment deadline, or if this is not possible, within 6 months. The Customer forfeits the right to make claims unless GlobalConnect has received notification of discrepancies or deviations within 6 months from the invoice being submitted. The Customer is obliged to pay any undisputed portion of the invoice within the due date.

The company registered as Customer with GlobalConnect is responsible for payment of the services provided under the agreement. The responsibility also includes others' use of the Customer's services, including unauthorised use.

## 5 PERSONAL DATA, DUTY OF CONFIDENTIALITY AND TRAFFIC MANAGEMENT

GlobalConnect logs personal data, including traffic data and signalling data. The personal data, traffic data and signalling data is used for customer administration, implementation of the delivery, and invoicing purposes pursuant to Norwegian laws and regulations. The information and data are deleted when the need for storage is no longer present.

Read more about GlobalConnect's processing of personal data at [www.globalconnect.no/personvern](http://www.globalconnect.no/personvern)

Pursuant to the Act relating to electronic communication section 2-9, GlobalConnect and GlobalConnect's employees are obliged to maintain confidentiality concerning information on the Customer's use of the service and on the content of the Customer's electronic communication. Such information may nevertheless be disclosed with the Customer's consent, or be disclosed to the courts, prosecuting authorities or other public authorities, when GlobalConnect is legally obliged to disclose such information.

GlobalConnect shall ensure that traffic management in the network complies with the requirements stipulated in the Act relating to electronic communication with regulations. GlobalConnect gives certain services priority over other data traffic. Among other things, this applies to time-critical services and other specialised services. The Customer may choose whether or not to use the specialised service. GlobalConnect blocks traffic pursuant to orders from the authorities or if the traffic is deemed to constitute a security risk for users.

## 6 EQUIPMENT

### 6.1 Connection of equipment to the network

To prevent harm to the network or inconvenience to other users, equipment that is to be connected to the network must at all times meet the requirements established by the authorities. The Customer is obliged to ensure that any equipment that the Customer (or anyone the Customer is liable for) has connected to the network is type-approved for use in Norway. If the Customer is in doubt, the Customer has a duty to clarify this with GlobalConnect before using the equipment. Certain services require the use of GlobalConnect's equipment. This is described in more detail in the Service Description for the applicable service.

### 6.2 GlobalConnect's equipment

Unless otherwise agreed, any equipment that GlobalConnect provides to the Customer in connection with delivery of a service is GlobalConnect's property. The Customer must not hand over or lease the equipment to others. The Customer is not permitted to interfere with the equipment.

The Customer is responsible for installing equipment that is sent to the Customer by post, in accordance with the installation instructions. For a fee, the Customer may order an installer to install equipment.

Upon termination of the service, the Customer is obliged to return GlobalConnect's equipment. Return must take place to the address stated on the return slip issued by GlobalConnect in connection with the termination. A return slip must always be used and returned equipment must include the original serial number labelling. Postage for returns is paid by GlobalConnect (domestic). Equipment that is not returned within GlobalConnect's deadline, returned without using a return slip or without serial number labelling, will be invoiced to the Customer in accordance with the applicable prices and fees for processing and reminders.

## 7 SERVICE DESCRIPTION

Service specifications and information on delivery of the service is stated in the Service Quality Agreement and the Service Description for the service in question, available at [www.globalconnect.no/dokumenter](http://www.globalconnect.no/dokumenter).

## 8 MINIMUM TERM, CHANGE AND TERMINATION

### 8.1 Ordering and minimum term

The order is binding as soon as the order/offer is physically/electronically signed/accepted. The minimum term is 12 months unless otherwise

agreed. The minimum term commences on the Ready for Service Date stated on the Ready for Service Confirmation.

When an order is registered in GlobalConnect's delivery system, the Customer will receive an Order receipt. If the Customer has not received an Order receipt within 5 business days after the date of the order at the latest, this may be due to incorrect contact information provided by the Customer and/or that the information has been incorrectly registered by GlobalConnect. In such cases the Customer is obliged to contact GlobalConnect Customer Service (see [www.globalconnect.no](http://www.globalconnect.no)).

## 8.2 Change to order/service

Changes to orders and change-orders for existing services may result in delayed delivery and higher costs. GlobalConnect provides information on the amount of the extra cost in connection with confirmation of received change order.

If the Customer postpones the scheduled delivery date, the Customer will still be invoiced from the original agreed delivery date.

## 8.3 Cancellation of order and termination

The Customer may terminate the service by notifying GlobalConnect Customer Service in writing via [www.globalconnect.no/kundeservice/oppsigelse](http://www.globalconnect.no/kundeservice/oppsigelse). The period of notice is three months from the first calendar day of the following month unless otherwise agreed.

If the Customer cancels an order or terminates the agreement before expiry of the minimum term, the Customer will be invoiced in accordance with the agreed prices for the remaining portion of the minimum term.

GlobalConnect may terminate the agreement or individual services with three months' notice if the service in question is discontinued. In the event of unforeseen termination of the service by a third party which entails that GlobalConnect cannot continue to provide the service to the Customer, GlobalConnect may terminate the service with one month's notice. GlobalConnect must nevertheless first seek to provide an alternative solution before the service is terminated.

## 9 DATA SECURITY

The Customer must take necessary measures to protect its data from access from unauthorised parties, including having satisfactory protection from malware, unauthorised access to their own network, software and/or GlobalConnect's equipment.

The Customer undertakes to not perform illegal intrusions into other computers that the service provides access to, otherwise acquire information in an unauthorised manner or make other attempts to breach security or unnecessarily disrupt the data traffic of others. The Customer further undertakes not to spread computer viruses or other harmful software, use the services for spam or other forms of irregular e-mail distribution.

## 10 SERVICE FAULTS

### 10.1 Fault reporting

If the Customer discovers a fault in the service, the fault must be reported to GlobalConnect without undue delay. The Customer can report faults to GlobalConnect Customer Service at all times. The fault report must as far as possible describe the fault in question. Before faults are reported, the Customer must investigate whether the fault is due to the Customer's own equipment, including faults in power supply, cables between equipment and between equipment and wall socket. If the Customer reports faults that are within the Customer's area of responsibility, GlobalConnect

may demand compensation for costs incurred for troubleshooting.

The Service Quality Agreement governs any sanctions in the event GlobalConnect fails to meet certain service quality parameters.

### 10.2 Fault correction

Fault correction will be carried out in accordance with the Customer's agreed service guarantee. All common network elements that are a part of the service are monitored 24 hours a day, and fault correction of common network elements is carried out at all hours. The Customer may upgrade the quality guarantee level for a fee.

### 10.3 Compensation and price discounts

In the event of faults GlobalConnect is responsible for, the Customer may demand compensation in accordance with the agreed service guarantee, cf. the Service Quality Agreement (SLA). In the event of breaches, the Customer may demand a proportional price reduction. Under no circumstances can the sum of the compensation and any price reduction be higher than the monthly recurring charge (excluding any one-time charge) for the services in the period the fault exists. Claims for compensation and price reductions must be made in writing no later than one month after the fault was or should have been discovered.

### 10.4 Compensation

GlobalConnect is responsible for the Customer's direct losses arising from negligence on the part of GlobalConnect. A direct loss is a necessary and documented extra expensed incurred by the Customer as a direct consequence of a breach. GlobalConnect is not responsible for the Customer's indirect financial losses as a consequence of breach, unless the loss is a result of gross negligence or wilful misconduct on the part of GlobalConnect.

The following are (among other things) considered indirect losses:

- loss as a result of reduced or lost production or trading (disruption)
- loss as a result of the service not being possible to use as presumed (loss of use)
- lost profits due to loss or non-fulfilment of a contract with a third party.

GlobalConnect's combined liability for damages for each damaging act is in any circumstance limited to an amount corresponding to the total of the last 6 months' invoiced amount for the service and/or communication in question (excluding any one-time charges). In the event the Customer is entitled to compensation pursuant to GlobalConnect's Service Quality Agreement, the compensation is deducted from the assessment of damages. Claims for damages must be made no later than two months after the breach is or should have been discovered.

### 10.5 Termination

The Customer may terminate the agreement with immediate effect in the event of material breach on the part of GlobalConnect.

## 11 CUSTOMER BREACH

### 11.1 Non-payment by Customer

In the event of non-payment, GlobalConnect will send a reminder and notification of closure in accordance with applicable law. The Customer will be charged a reminder fee in accordance with GlobalConnect's applicable prices and interest on overdue payments pursuant to the Act relating to interest on overdue payments. A new subscription to a service that assumes credit will not be provided until the debt has been paid or omitted.

### 11.2 Closure in the event of non-payment

If the Customer fails to pay within 1 month after GlobalConnect's payment reminder and notice of closure, GlobalConnect may close the service. As

far as technically possible, closure will only impact the affected service.

### 11.3 Closure in other situations

GlobalConnect may close the Customer's service if the Customer

- uses equipment not meeting requirements stipulated by law or regulation
- fails to meet GlobalConnect's requirement to financial security (collateral)
- acts contrary to applicable official rules for electronic communication
- otherwise grossly abuses the services, for example for harassment, spam, viruses, hacking
- uses the service to communicate or disclose content contrary to Norwegian law
- transfers or resells the service to a third party without an agreement with GlobalConnect
- If traffic directed at objects at the Customer is abnormally high (DDoS), GlobalConnect may in special cases close the connection to the network without notifying the Customer.

Before closing is carried out pursuant to this provision, the Customer must be notified in writing and given the opportunity to make a statement on the issue. The notification must state the cause and establish a deadline for rectifying the issue. If considerations to security and functionality in the network so require, closing may nevertheless be carried out without prior notice. In such cases the Customer must immediately be notified of the closing.

### 11.4 Reopening

If the service is closed in accordance with clause 11.1 - 11.3, GlobalConnect will reopen the service when the issue that justified the closure is rectified. The Customer will be charged a fee for reopening. If the issue that justified the closure is not rectified within 1 month after closure took place, GlobalConnect may terminate the service with immediate effect.

### 11.5 Compensation for damages

The Customer is liable for GlobalConnect's direct losses due to negligence on the part of the Customer.

### 11.6 Termination

GlobalConnect can terminate the agreement with immediate effect in the event of material breach on the part of the Customer.

## 12 FORCE MAJEURE AND EXTRAORDINARY USAGE RESTRICTIONS

In emergency situations, including in the event of serious threats to health, safety or the environment, natural disasters, war or warlike conditions, strike or lockout and risk of sabotage to network and services, GlobalConnect is entitled to implement measures that limit the use of the service, including interrupting the service. If an emergency situation renders delivery of the service impossible, GlobalConnect's obligations under the agreement are suspended.

GlobalConnect is also entitled to implement measures that may cause interruptions, disturbances or changes in the network that are deemed necessary for technical or maintenance and operational reasons.

GlobalConnect is not liable for expenses or losses the Customer incurs as a consequence of such measures or suspension of the delivery. GlobalConnect will strive to notify the Customer without undue delay and do its utmost to reduce the Customer's inconvenience.

## 13 CHANGES TO TERMS

GlobalConnect is entitled to change the Subscription Terms and other special terms that regulate the relationship between the Parties, including as a result of amendments to the Act relating to electronic communication. In the event

of changes that must be assumed to have some significance for the Customer, GlobalConnect must notify the Customer no later than one month before the changes take effect. In the event of material changes with adverse effect for the Customer, the Customer has the right to terminate the agreement with immediate effect and demand a refund of a proportional amount of pre-paid fees. The change is deemed to be accepted by continued payment for or use of the agreed services after the change has taken effect.

#### **14 COMPLAINT PROCEDURE**

Complaints related to GlobalConnect's services must be directed in writing to GlobalConnect for complaint processing. Smaller businesses with less than up to 10 FTE's may bring disputes to the User complaints board for electronic communication (BKN).

#### **15 CHOICE OF LAW, DISPUTES AND LEGAL VENUE**

The agreement between GlobalConnect and the Customer is governed by Norwegian law. The parties are obliged to seek to negotiate an amicable solution to any dispute that may arise. If this is not possible, each party may bring the dispute before the courts. Asker and Bærum District Court is the agreed legal venue.