

The following terms for the provision of services shall apply unless otherwise agreed in writing between Atea A/S, CVR no. 25511484, 6 Laurrupvang, DK-2750 Ballerup (Atea), and the Purchaser, irrespective of where the Purchaser is registered, and all acquisitions are deemed Purchases of Commerce, whereas the declaratory provisions of the Danish Sales of Goods Act has been deviated from as a result of the following terms.

Supplemental terms and conditions may apply to other types of contracts. Such terms and conditions shall take precedence in the event that they deviate from the following terms for the provision of services. In case of discrepancy between the terms for the provision of services mentioned below and the Purchaser's general terms and conditions, the terms stated below shall apply, unless agreed in writing between the parties. Atea is entitled to transfer its rights and obligations to affiliates.

1. THE PURCHASER'S AIDING AND OWN CHANGES

1.1. The Purchaser is obligated to provide the necessary facilities, employees, information and any other material, without the right to remuneration hereof, in order for Atea to fulfill its obligations in accordance with the Service contract. Furthermore, the Purchaser shall ensure an open, secure and unhindered access to the IT equipment, which is subject to the provision of service. The Purchaser is responsible for updating hard- and software, provided that this is necessary in order for Atea to fulfill its obligations. Expenses in relation hereto are not attributable to Atea. The Service may be conditioned on Atea's access to the Purchaser's computerized systems. Expenses to any installation of hard- or software for the fulfillment of such condition are solely born by the Purchaser. The Purchaser is finally responsible for having the necessary licenses to the software, which are subject to Atea's provision of Support and Service, and that the Purchaser is entitled to have Atea provide such.

1.2. In the event that the Purchaser changes in the IT environment causes defects on the IT system, Atea's obligation on the affected equipment in accordance with the contract will lapse until the defect/impact is remedied/ceased. If the cause of the defect/impact has not been remedied within 30 days, Atea is at its own discretion entitled to terminate the agreement without notice hereof and without refund of any prepaid remuneration from the Purchaser or increase the charged remuneration without notice hereof. Atea's decision hereon shall be notified to the Purchaser without reasonable time. The Purchaser may request Atea for an approval of the changes, subject to a more than 30 days written notice, describing the changes.

2. MANAGEMENT OF SERVICE REQUEST

2.1. All defects must be notified to Atea, when they are identified by the Purchaser and within the agreed service period. The Purchaser's service request shall take place at the place of contact specified in the Service contract. The place of contact may be a contact person or department, a phone number, and e-mail address or another form of electronic media. A service request must specify the occurred defects and the Purchaser shall when requesting a service provide Atea all relevant information on its IT equipment. To ensure the best possible service, Atea may request supplementary written information from the Purchaser, e.g. via e-mail. In the event that the Purchaser fails to comply with such request, Atea is entitled to disregard the service request in question.

2.2. Prior to the Purchaser's service request, the Purchaser is obligated to execute the troubleshooting procedures, which Atea or the manufacture of the equipment has provided to the Purchaser. The Purchaser is, furthermore, obligated to ensure and arranged for a backup of the software, data and any other value, located on the equipment. In the event that the Purchaser does not meet these obligations, Atea may separately invoice the Purchaser for time spend, which could have been avoided, had the Purchaser executed the troubleshooting procedures applicable to the equipment.

3. OBSOLETE DEFECTS

3.1. Service, delivered under the Service contract, does not include:

- Defects attributable to the Purchaser's or third party's negligent or intentional conduct.
- Defects as a result of non-compliance with the manufactures guidelines.
- Defects caused by installation, service or repair provided by another than Atea.
- Defects attributable to accidental events, for which the Purchaser bears the responsibility, e.g.: natural disasters, vandalism, fire, lightning, water damage or similar accidents.
- Defects as a result of the installation environment failing to meet the requirements.
- Defects occurred as a result of the Purchaser's omissions to fix appropriate details, which have been specified in writing at the previous visit.

4. SPARE PARTS

4.1. Solely new spare parts or spare parts of similar quality are applied in repairs. Replaced spare parts are the sole property of Atea. If replacement units are applied, Atea is entitled to replace such with the Purchaser's unit after repair.

5. SERVICE REPORT AND DEFECTS

5.1. In situations where Atea prepares a service report, such report shall be signed by the Purchaser and returned after 7 days from the receipt. In the event that the Purchaser refuses to sign a service report and fails to submit a complaint on defects in accordance with the guidelines above, or is the service report by any other reason not delivered to Atea within the deadline above, the services provided by Atea shall be deemed free of defects in any regard. The Purchaser shall immediately, and no later than the day after receiving the service, perform an inspection of the service and search for any defect. For Atea's provision of services over a longer period, the Purchaser shall continuously perform inspections of the service. In the event that the Purchaser identifies defects, the Purchaser shall immediately notify Atea hereof in writing, specifying the defects subject to complaint. Failing to notify Atea immediately after identification shall result in a lapse of the right to submit a complaint regarding the defect in question. Any remedy for breach must be raised within 6 months subsequent to the time of delivery. If the Purchaser fails to do so, the Purchaser is prevented from raising a complaint regarding the defect in question. Atea's liability for defects is limited to either re-delivery, remediation of the defect or admission of a pro rata reduction in the agreed remuneration at Atea's discretion.

6. CONFIDENTIALITY, DATA AND BACKUP

6.1. Upon the Purchaser's request, Atea is obligated to keep secret such confidential information, which Atea receives regarding the Purchaser's business. The Purchaser is obligated

to keep secret any information regarding Atea, unless the information is generally available to third party. The parties obligation of confidentiality persists subsequent to the other parts of the agreement's fulfillment, cf. the Danish Marketing Act § 19(2).

6.2. The Purchaser as well as Atea is entitled to disclose to third party that the Service contract has been concluded. Any other marketing is solely allowed subject to the counter party's written approval and solely until such approval is revoked.

6.3. The Purchaser is responsible for the compliance with the Danish law on Processing of Personal Data, including the provisions on safety and compliance, and cannot make Atea responsible hereof. The Purchaser is responsible for and obligated to ex officio perform, at Atea's discretion and before the commencement of the provision of service, a customary backup of any and all systems and data, which are subject to Atea's provision of service. Atea is not liable for any damage which the Purchaser may suffer as a result of its omission to arrange for backup. Any time spend at reestablishing or transferring data is not included neither on-site or carry-in service.

7. REMUNERATION, PRICES AND VOUCHERS

7.1. The Purchaser is obligated to pay the agreed remuneration, which is due 30 days after the date of invoice, after which interests in accordance with the Danish Interests Act will be applied. The remuneration may be raised subject to a three months prior written notice hereof. The remuneration may, furthermore, be raised without notice hereof depending on changes in "Lønindeks for den private sektor i alt", published by the Danish Statistics (Danmarks Statistik). Increases apply to payment periods commencing at the same time or after the commencement date of the increase. The regulations of the remuneration are based on wage index for 2nd and 4th quarter with effect on the time of publication. In the event that the Purchaser requests services, not governed by the Service contract, remuneration for such service is based on Atea's relevant standard prices applicable from time to time. Unless otherwise agreed, Atea is entitled to remuneration of all expenses, suffered in connection with the provision of service, including expenses to telephone connections and other communication, transport, accommodation and catering. Remuneration covers hours and transport. Spend time exceeding the contract period is calculated on time spend.

7.2. Voucher means the Purchaser's purchase of a number of consultancy hours to the hourly rate in accordance with the price list applicable from time to time, which is paid in advance. At Atea's provision of consultancy service to the Purchaser, the number of hours available in accordance with the voucher will be reduced corresponding to Atea's remuneration. Full remuneration shall be paid for travelling. Work outside of normal business hours is subject to double hourly rates. Expenses or any other of Atea's receivables from the Purchaser may upon Atea's decision hereof be deducted from the voucher or invoice separately. A voucher is valid for 12 months from the Purchaser payment, after which unspent hours will expire. A voucher cannot be transferred to third party.

8. DELAY, LIABILITY AND FORCE MAJEURE

8.1. If Atea exceeds agreed service levels and reaction times for reasons solely attributable to Atea, the Purchaser is entitled to a penalty from the expiration of the service period and reaction time. The penalty constitutes 0,50 % of the agreed remuneration for the relevant service affected by the delay for each full business day the delay persists. The penalty cannot exceed 10 % of the agreed remuneration for the delayed service. If Atea exceeds the service- or reaction time by more than 3 full business days, the Purchaser is entitled to terminate the agreement. Provided that the Purchaser terminates the agreement, the Purchaser is solely entitled to a refund of already paid remuneration for the delayed services, but not remuneration regarding other services. The Purchaser may not claim other remedies for breach in connection with occurred delay and is, thereby, prevented from claiming compensation of any kind, including compensation for operational losses, consequential damage or other indirect damage. If a condition, attributable to the Purchaser - e.g. the Purchaser's changes in configurations, requirement specifications, delay on delivery of technical specifications or other information, change or replacement of the Purchaser's responsible key person - results in a delay of Atea's delivery, the time of Atea's delivery is postponed with the number of days corresponding to the occurred delay with an addition of a number of days, necessary in order for Atea to possess the required resources to continue/fulfill the service. If Atea is prevented from disposing over the internal resources as required as a result of the Purchaser's delay, Atea is entitled to demand remuneration for the employees, who were dispatched to the delivery of the service respectively the extraordinary resources, applied by Atea as a necessary consequence of the delay.

8.2. Atea is not liable for indirect losses, including lost profits, goodwill, financial advantages and objectives that were missing or not achieved, production losses, loss of data, losses due to insufficient ability to use Atea's deliveries as anticipated, or losses due to an agreement with a third party lapsing or being breached. Atea's liability is limited to circumstances that constitute gross negligence.

8.3. Atea's liability for any loss or damage is limited to 25% of the amount the Purchaser has paid for the product or service on which the claim is based, and is capped at DKK 250,000.

8.4. Atea is not liable towards the Purchaser when the following events occur subsequently to the conclusion of the Service contract and prevent or postpone the execution of the contract: War, riots and disturbances, acts of terror, natural disasters, general strikes, fire, currency restrictions, export restrictions, deaths or other event for which Atea is not controlling. In such event, Atea is entitled to postpone delivery until the hindrance has ceased to exist or alternately terminate the contract either in whole or in part without liability hereto.

9. COMMENCEMENT, TERMINATION, DISPUTES

9.1. The Service contract enters into force on the date, as specified in the Service contract and shall, unless otherwise agreed, remain in force for a period of 12 months, in which the Service contract is interminable to the Purchaser. After said period, the Purchaser may terminate the contract subject to a 3 month's written notice at the expiration of a calendar month. Irrespective of the contract period, Atea is entitled to terminate the Service contract at any time subject to a 3 month's prior written notice.

9.2. Disputes in relation to current terms of services shall be settled by Danish law, however with the exception of Danish international private law. Venue for lawsuits brought by the Purchaser against Atea is Atea's home court. Venue for lawsuits brought by Atea against the Purchaser is Atea's home court or the Purchaser's regular home court at Atea's decision.