

Atea's Standard Terms for Consultancy Services



1. APPLICATION

The following terms for consultancy services shall apply unless otherwise agreed in writing between Atea A/S, CVR no. 25511484, 6 Lautrupvang, DK-2750 Ballerup (Atea), and the Customer, irrespective of where the Customer is registered. 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. In case of deviation, such terms and conditions shall take precedence from these terms for consultancy. In case of discrepancy between these terms for consultancy and the Customer's general terms and conditions, these terms for consultancy shall apply, unless otherwise agreed in writing between the parties. Atea is entitled to transfer its rights and obligations to affiliates.

2. ATEA'S SERVICES

Atea is obligated to deliver the specified consultancy services. Atea is entitled to forward its service obligations to a subcontractor. Unless otherwise agreed, the consultancy service is provided within normal business hours (Mon - Thu 8.30-16.30, Fri 8.30- 15.30), except for holidays, May 1st, Constitution Day, Christmas Eve and New Year's Eve.

3. DELIVERY OF SERVICES

If a time of delivery has been agreed, Atea is, if necessary, entitled to prolong the time of delivery with up to 10 business days from the original time of delivery. If Atea exceeds the prolonged time of delivery, the Customer is entitled to a penalty from the expiration of the prolonged time of delivery of 0,5% of the agreed remuneration for the relevant service affected by the delay for each whole week the delay persists. The penalty cannot exceed 10% of the agreed remuneration of the delayed service. If Atea exceeds the prolonged time of delivery with more than 45 business days the Customer is entitled to terminate the agreement. In case of such termination, the Customer is solely entitled to a refund of already paid remunerations regarding the delayed service, but not remunerations regarding other services. The Customer may not claim other remedies for breach due to delay. If the delay is due to conditions for which the Customer is responsible, the time of delivery is postponed with the number of days corresponding to the occurred delay, multiplied by 2, but no less than 10 days.

4. COMPLAINTS AND DEFECTS

The Customer shall immediately, and no later than the day after receiving the service, inspect the service. If defects are inspected, the Customer shall immediately and in writing notify Atea hereof, specifying the defects in question. Failing to notify Atea immediately after identification shall result in a lapse of the right to submit a complaint regarding the defect in question. Atea's liability for defects is limited to either re-delivery, remediation of the defect or proportionate reduction in the agreed remuneration, at Atea's choice. Atea is not liable for any expected results of the Customer unless otherwise is agreed in writing.

5. DELIVERY REPORT

If preparation of a service report is agreed, such report shall be prepared by Atea, signed by the Customer and returned within 7 days from the receipt. In the event that the Customer refuses to sign a service report and fails to submit a complaint on defects in time, or is the service report by any other reason not delivered to Atea in time, the services provided by Atea shall be deemed free of defects in any regard.

6. CUSTOMER'S AID

Without the right to remuneration, the Customer is obligated to provide the necessary facilities, employees, information and any other material, in order for Atea to fulfill its obligations in accordance with the agreement. The consultant is employed by Atea. Atea is at any time entitled to require that the instructions given by the Customer are given to Atea directly. Whether the instructions are given to Atea or the consultant, the Customer warrants i) to instruct, to practice project management towards the consultant and to implement quality assurance of the specific tasks, ii) that Atea is not responsible for the work performed by the consultant to the Customer, iii) that Atea and the consultant shall not be held liable of any kind towards any third party as a result of instructions given by the Customer and v) that Atea's use of the Customer's IT facilities will not violate the rights of any third party. The Customer is responsible for ensuring that the IT products, purchased personally for the purpose of Atea's implementation, are in accordance with the Customer's business strategy.

7. REMUNERATION

Unless otherwise agreed, Atea's remuneration is calculated on the basis of the time spent to solve the particular task in accordance with the current hourly rates with reference to the current price list applicable from time to time. Atea is equivalently entitled to remuneration of any expense concerning the solution of the particular task. Transportation is invoiced in accordance with current rates for transport with reference to the current price list applicable from time to time. Work outside of normal business hours is paid at a double hourly rate. All prices are excl. VAT and other fees.

8. TERMS OF PAYMENT

Unless otherwise agreed, Atea's expenses and payments are invoiced in arrears every 14 days for the time spent during the past 14 days. The Customer is obligated to pay the agreed remuneration, which is due 14 days from the date of invoice, after which a 1,8% interest per month is added to the Customer payables.

9. POSTPONED/CANCELED DELIVERY

If the consultancy services are fully or partially postponed or canceled due to circumstances for which the Customer is responsible, Atea is entitled to invoice the allocated time on these conditions:

Cancellation ahead of agreed booking	Invoicing of allocated time
≥ 7 business days	0 %
< 7 business days	40 %

< 48 hours ^(*)	60 %
< 24 hours ^(*)	80 %

*Unless otherwise agreed, weekends and holidays are not to be included.

10. CONFIDENTIALITY

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

11. LIMITED LIABILITY

Regardless of the basis on which claims are raised as well as the degree of negligence, Atea is not liable for indirect loss or consequential loss, including operation loss, margin loss, loss of data or costs connected to re-establishment hereof, loss of goodwill, mutilation of information, loss of expected cost savings and the like. Atea's liability to any loss or damage is limited to 25% of the amount paid by the Customer for the service on which the claim is raised. The total amount of damages cannot exceed DKK 250,000.

12. IPR

Atea is entitled to all results of the service or is entitled to sublicense these on behalf of a third party. The Customer solely acquires a non-exclusive, non-transferable use of right to the results and is not allowed to make changes herein.

13. FORCE MAJEURE

Atea is not liable towards the Customer 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.

14. APPLICABLE LAW AND VENUE

Disputes in relation to current terms for Consultancy Services shall be settled by Danish law, however with the exception of Danish international private law. The disputes are to be settled by the district court as the proper venue or as arbitration proceedings appointed by The Danish Arbitration Institute in accordance with the rules applied hereby, "Rules of arbitration procedure by the Danish Institute of Arbitration".