

ATEA TERMS AND CONDITIONS



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Version Log

Version	Date	Type of change	Short description
1.0	19.06.2026	New version	New Terms and Conditions
1.1	20.08.2026	Updated version	Adjustment of version log and typographical errors

1. General Terms

1. Application

1.1 These general terms and conditions (the “General Terms”) apply to all services, software and products, including maintenance and consulting services (collectively or individually referred to as “Deliverables”), delivered by Atea A/S, company registration (CVR) no. 25 51 14 84 (“Atea”), to Atea’s customers (the “Customer”). The Customer shall notify Atea in writing without undue delay of any relevant change in the Customer’s organisation.

1.2 The General Terms, together with any relevant order confirmation (the “Order Confirmation”) and any additional delivery terms that further describe the relevant Deliverables (the “Delivery Terms”), are collectively referred to as the “Agreement” and govern the delivery and use of the Deliverables.

1.3 In the event of conflict, (i) the specific Delivery Terms and/or contractual documents for the relevant Deliverable shall prevail, followed by (ii) the Order Confirmation, and thereafter (iii) the General Terms.

1.4 Supplementary terms may apply to certain contract types. Such terms shall prevail in the event of any deviation from the General Terms. In case of inconsistency between the General Terms and the Customer’s general terms and conditions, the General Terms shall prevail unless otherwise agreed. Atea is entitled to assign its rights and obligations to an affiliated company.

1.5 Atea and the Customer are each referred to as a “Party” and collectively as the “Parties”.

1.6 Orders may be placed by the Customer either by:

1. the Customer accepting an offer submitted by Atea to the Customer; or
2. the Customer placing an order via Atea eShop, My Atea and/or by telephone/electronic communication/email.

1.7 By placing an order via eShop and/or My Atea, the Customer accepts the Agreement, including the General Terms and any Delivery Terms, as well as relevant third-party terms.

1.8 In the event of errors on Atea’s website or in an individual offer from Atea, Atea shall be entitled to correct an Order Confirmation based on such error. Atea may reject, amend or cancel any order for any reason and at any time prior to commencement of the Deliverables.

1.9 In both cases, an Order Confirmation is used to describe the content of the order placed, whereby the Customer confirms its acceptance of the General Terms and any applicable Delivery Terms, and thereby confirms the content and date of the Agreement.

2. Atea eShop and My Atea

2.1 The Customer obtains access to the Deliverables via Atea eShop and My Atea depending on what is stated for the specific Deliverable.

2.2 My Atea enables the Customer to manage its Public Cloud or SaaS applications and relevant SaaS-related

services, either provided by specific suppliers available therein or by Atea (either directly or as reseller), and may also provide access to ticket handling, viewing invoices and creating requests in relation to Managed Services.

2.3 Atea eShop enables the Customer to search for, identify, compare and purchase IT hardware, software, accessories and other related IT services from Atea and/or IT manufacturers and suppliers.

2.4 The Customer acknowledges that any applicable supplier terms or other specific terms apply to Deliverables not provided by Atea. Atea assumes no liability for warranties, delivery, prices or other terms under supplier or IT manufacturer terms.

3. Amendments

3.1 Amendments to the Agreement, including Deliverables, require written agreement between the Parties unless otherwise provided in these General Terms.

3.2 Atea is entitled, until the delivery date, to adjust agreed prices to the extent such adjustment is due to documented changes in exchange rates, purchase prices, customs duties, freight, insurance rates or other similar circumstances beyond Atea's control. The Customer shall be notified of the price adjustment in writing.

3.3 If changes in mandatory legislation or binding public authority requirements affect the Agreement or the Deliverables, the Parties shall handle such impact as an amendment pursuant to clause 3.2.

3.4 Atea continuously works to create the best conditions for building Denmark with IT

and may therefore, to the extent necessary, adapt and amend the General Terms.

4. Use of Subcontractors

4.1 Atea may use subcontractors for the delivery and performance of the Deliverables.

4.2 Atea is liable to the Customer for subcontractors' services in the same manner as if the services had been performed by Atea itself. The Customer has no direct claims against subcontractors.

5. Price and Payment Terms

5.1 Atea is entitled to issue an invoice prior to delivery of the Deliverable unless otherwise agreed in writing.

5.2 Unless otherwise provided in the Agreement, an invoice shall be issued for all payments and shall fall due for payment upon delivery.

5.3 Payment may be made by payment slip, creditor payment or invoice.

5.4 All prices are stated in Danish kroner (DKK), unless otherwise agreed, and are exclusive of VAT, taxes and other duties.

5.5 Atea reserves the right to sold-out and discontinued products as well as pricing errors.

5.6 Unless otherwise agreed in writing between the Parties, the prices stated in eShop shall apply. Atea's prices for Deliverables that are not standard stock items are determined based on the exchange rates applicable on the invoice date. The Order Confirmation states a preliminary sales price based on the

purchase price and exchange rate at the time of ordering. The final price may, upon invoicing, be adjusted in accordance with the applicable purchase prices and exchange rates on the invoicing date, as determined by Atea.

5.7 Interest shall accrue on overdue payments in accordance with applicable law.

5.8 Atea is entitled once annually to adjust the applicable rates for consulting services. The first adjustment shall be made upon publication of the first index after the anniversary of the Agreement. The adjustment shall be made in accordance with the development in the Wage Index for the Private Sector for the preceding year.

5.9 Atea is entitled once annually to adjust the remuneration for the Deliverables. The first adjustment shall be made upon publication of the first index after the anniversary of the Agreement. The adjustment shall be made in accordance with the development in the Net Price Index for the preceding year.

5.10 Atea is entitled once annually to adjust the remuneration for construction and civil engineering works. The first adjustment shall be made upon publication of the first index after the anniversary of the Agreement. The adjustment shall be made in accordance with the development in the Construction Cost Index for the preceding year.

5.11 If one or more of the above indices ceases to be published, or if the Customer is domiciled in a country other than those specifically mentioned, the wage index that, based on an objective assessment, is considered most relevant to Atea's industry in the relevant country may be applied.

5.12 In the event of new or amended taxes, duties or other cost-driving elements outside Atea's control, prices may be corrected by the net economic consequence thereof without prior notice.

5.13 Atea is entitled to adjust prices upon at least 30 days' written notice. If the price change is material, the Customer is entitled to terminate the Agreement with effect from the date on which the price change enters into force. Termination must be effected no later than 14 days after receipt of the notice of the price change.

5.14 No set-off may be made against invoices unless otherwise agreed.

6. Retention of Title

6.1 Atea retains title to delivered products until full payment has been received, to the extent such retention of title is valid under applicable law.

6.2 Retention of title shall not apply to materials and deliverables provided as part of construction works where AB 18 applies.

6.3 In case of repossession pursuant to a valid retention of title, the Customer shall compensate Atea for any documented loss and costs incurred by Atea.

7. Delivery Terms

7.1 The goods are shipped from Atea's warehouse or Atea's subcontractor's warehouse to the delivery address provided by the Customer.

7.2 All products are delivered ex works (INCOTERMS 2020) from the Atea address stated in the Order Confirmation. Any shipping and freight costs will be invoiced to

the Customer. If delivery cannot take place due to circumstances attributable to the Customer, Atea may, at the Customer's expense, arrange for storage of the goods until the Customer is ready to receive the Deliverable. Atea is entitled to charge warehousing fees and all other costs caused by such storage.

7.3 Unless otherwise stated in the Delivery Terms and/or the Order Confirmation, all prices are stated exclusive of VAT but inclusive of customs duties and any other indirect taxes.

7.4 In the event of payment default, Atea will notify the Customer and charge the Customer a late payment fee and claim default interest pursuant to section 5(1) of the Danish Interest Act.

7.5 If the Customer has not paid the overdue amount plus default interest within thirty (30) calendar days of the due date, Atea may send written notice to the Customer that the Agreement will be terminated due to breach.

7.6 The Customer is obliged to inspect the packaging for damage upon receipt and before the carrier leaves the delivery location. If the Customer identifies damage to the packaging, this must be reported to Atea as soon as possible and, where possible, a claim must be made against the carrier. Return is conditional upon the Deliverable being returned in unopened packaging.

7.7 The Customer may, via My Atea, request return of the Deliverable against payment of a fee if the return is made within two (2) weeks after delivery and only if the IT manufacturer or supplier accepts such return pursuant to its terms. The Customer must not break the seal before the

Deliverables are returned. Atea has the right to reject such requests.

8. Warranty

8.1 Warranties for Products are issued by the respective manufacturers. Atea provides no warranties beyond the warranty terms of the respective manufacturers and assumes no liability for such warranties.

9. Liability

9.1 The Parties are liable in accordance with the general rules on damages under Danish law unless otherwise agreed.

9.2 Atea is not liable for indirect losses, including loss of profit, goodwill, missing or unrealised financial benefits and objectives, production loss, loss of data, losses resulting from Atea's installations not being capable of use as intended, or losses resulting from an agreement with a third party lapsing or being breached.

9.3 Atea's liability in damages is limited to matters constituting gross negligence.

9.4 Atea's aggregate liability shall under no circumstances exceed the remuneration paid by the Customer during the preceding six (6) months under the Agreement. If no Agreement exists, the value of the relevant Order Confirmation shall constitute the maximum liability cap. If the Customer has paid remuneration for a period shorter than six (6) months, the liability cap shall be calculated as an average of the remuneration actually paid, annualised to six (6) months.

For construction and civil engineering works, Atea's liability for any loss, including defects

or damage, is financially limited to 25% of the contract sum excluding additional works and may in no event exceed DKK 250,000.

9.5 Atea is not liable for damage to property, including damage to buildings, arising as a result of a defect in an installed product.

10. Breach and Termination

10.1 If a Party fails to perform its obligations under the Agreement, such Party shall be in breach.

10.2 All complaints must be made in writing and contain a detailed description of the error or defect.

10.3 There shall be no breach, and Atea shall not be liable, if the matter is due to circumstances related to the Customer, force majeure or other circumstances beyond Atea's control. Atea also assumes no liability for Deliverables and/or delivery terms from suppliers, IT manufacturers or other third-party suppliers.

10.4 Damage that is not visible on a product before the packaging is removed must be reported to Atea without undue delay. When returning damaged or defective products pursuant to this provision, the Customer must submit photographs to Atea showing both packaging and product from multiple angles so that Atea can assess the condition. This also applies even if the packaging appears undamaged. The Customer must retain the received packaging until the matter has been resolved.

10.5 If the Customer has not submitted a claim or complaint in accordance with this provision, Atea may reject subsequent claims relating to defects or damage that

should have been identified when inspecting the packaging.

10.6 In case of defects, Atea is entitled, at its own discretion, to remedy the defect, make replacement delivery or grant a proportionate price reduction. Atea shall commence remediation of the breach without undue delay and bear its own costs in this respect, except for freight and insurance when transporting products from the Customer to the address designated by Atea for repair/inspection.

10.7 Remediation shall take place during normal working hours. If requested by the Customer, remediation may take place outside normal working hours or at the Customer's address, but then subject to further agreement between the Parties and in accordance with Atea's applicable rate for the relevant type of work. Where possible, Atea reserves the right to remedy defects online.

10.8 In case of material breach by either Party, section 15 shall apply. Upon termination as a result of material breach, the Customer shall pay for the Deliverables performed up to the time of termination.

10.9 If Atea does not deliver the Services on time, delay shall exist. In order for the Customer to exercise remedies for breach, the Customer must give Atea a new reasonable deadline for delivery in writing.

10.10 If delivery does not take place after expiry of the reasonable deadline set by the Customer, the Customer is entitled to terminate the Agreement in respect of the delayed Service. The new reasonable deadline must be notified to Atea no later than two (2) days after the delay has occurred. If the Customer fails to do so, the right of termination lapses and Atea shall

instead be obliged to deliver the Service as soon as possible.

10.12 If a delay is attributable to circumstances for which the Customer is responsible, the relevant payments will continue to be invoiced in accordance with the Agreement, irrespective of whether delivery of Services, completion of phases, milestones, tests or other payment-triggering events is delayed.

10.13 Atea may withhold or cancel a Service if payment for the delivered Service is delayed, provided that Atea has given at least 30 days' written notice.

11. Force Majeure

11.1 Neither Party shall be in breach of an obligation to the extent and for the period during which that Party is prevented from performing the relevant obligation due to a force majeure event.

11.2 A force majeure event means circumstances that could not reasonably have been taken into account at the time of conclusion of the Agreement, materially affect a Party's ability to perform its obligations, and are beyond a Party's reasonable control, such as:

- - natural disasters, war, mobilisation, breakdown of telecommunications/infrastructure, external security incidents (e.g. hacker attacks or other destructive conduct by third parties).
- - health and safety restrictions and recommendations issued by public authorities.
- - strikes, lockouts, fire, damage to production facilities, import and export regulations.

11.3 The Party entitled to invoke force majeure shall give written notice to the other Party without undue delay.

11.4 The Parties shall use reasonable efforts to enable performance of the parts of the Agreement affected by the force majeure event.

11.5 The Customer or Atea may, if the Agreement or material parts thereof have been affected by the force majeure event for more than sixty (60) days, terminate the part of the Agreement affected by force majeure.

12. Data and Security

12.1 The Customer has the right to use the various parts of the Deliverables as agreed in the Delivery Terms or subject to the IT manufacturer's and/or Seller's terms, as applicable.

12.2 If Atea undertakes to process personal data on behalf of the Customer as data processor, the Parties shall enter into a separate data processing agreement. Such agreement shall be based on Atea's standard form.

12.3 The provisions of the data processing agreement shall prevail in the event of any inconsistency with the provisions of the Agreement and the General Terms.

13. Confidentiality

13.1 Neither Party may disclose confidential information to any third party or grant unauthorised persons access to such information. This includes, but is not limited to, customer data, information about the other Party's systems, technical facilities,

personnel matters, business analyses and calculations, and other trade secrets that are not publicly available and which a Party becomes aware of in connection with the conclusion and performance of the Agreement.

13.2 Confidential information shall be processed in accordance with applicable Danish legislation, including the Danish Marketing Practices Act and the Danish Trade Secrets Act, and may only be used for performance of the Agreement. The Parties shall ensure that their own employees and any subcontractors' employees are subject to corresponding confidentiality obligations.

14. Termination for Material Breach

14.1 If a Party materially breaches its obligations under the Agreement and fails to remedy the breach within thirty (30) days after written notice specifying the breach, the non-breaching Party may terminate the Agreement by written notice. Termination shall not release the Customer from payment for Deliverables delivered up to the time of termination.

14.2 If a Party becomes insolvent, files for suspension of payments or enters into a composition with its creditors, the other Party may terminate the Agreement with immediate effect by written notice.

14.3 If a Party is dissolved or liquidated, the other Party may terminate the Agreement with immediate effect by written notice.

15. Termination of Subscriptions

15.1 The subscription period runs until actively terminated by the Customer via My Atea or by written notice to Atea. Customers

with self-service access may terminate or suspend the subscription via eShop/My Atea. Other Customers must notify Atea, after which Atea will actively terminate the subscription on behalf of the Customer.

16. Disputes

16.1 Any dispute between the Parties shall be sought resolved amicably. If an amicable solution cannot be reached, either Party may bring the matter before the Danish courts, with the City Court of Copenhagen as the agreed venue.

2. Consulting Services

2.1 The Deliverables

2.1.1 Atea may, as agreed with the Customer, provide Consulting Services, including consultancy services and other Deliverables within training, software development, project management, assistance etc., as well as other ordered work not specified in the Agreement ("Consulting Services"). Consulting Services may be ordered either as a standalone assignment or form part of an ongoing cooperation.

2.1.2 The Customer has the right to issue instructions and bears responsibility for the result, and it is therefore the Customer's responsibility that the ordered deliverables are suitable to meet the specific requirements and expectations. The consultant is employed by Atea, which may at any time require that the Customer's instructions be issued directly to Atea and not to the consultant.

2.1.3 If Atea is unable to perform the agreed work at the scheduled time, any waiting time at the workplace shall be deemed wasted time and charged per commenced hour.

2.1.4 If Atea's consultants are unable to perform the agreed work at the agreed time, both travel time to and from the workplace and the time allocated for the work shall be charged as wasted time. Atea will, where possible, seek to have the relevant consultants perform other work instead in order to limit wasted time.

2.2 Remuneration

2.2.1 Unless otherwise agreed in writing between the Parties, Atea's remuneration is

calculated based on the actual number of hours in accordance with the hourly rates applicable from time to time in Atea's price list. Atea is also entitled to reimbursement of all expenses incurred in connection with performing the assignment.

2.3 Fixed Price

2.3.1 Consulting Services delivered on a fixed-price basis shall be settled in accordance with the fixed price agreed between the Parties, irrespective of time spent.

2.3.2 Additional work and work performed outside normal working hours shall be invoiced with a surcharge of 100% of the hourly rate applicable from time to time, unless otherwise agreed in writing between the Parties.

2.4 Travel

2.4.1 Travel costs are invoiced as an addition to the remuneration for Consulting Services and calculated per commenced hour. Travel includes kilometres driven, ferry, bus and air travel. Atea undertakes to seek a reasonable reduction of travel costs where possible.

2.4.2 Invoicing in case of changes

2.4.3 If Consulting Services are fully or partly postponed or cancelled due to circumstances attributable to the Customer, Atea is entitled to claim full payment for the time allocated to the assignment. The Customer is therefore obliged to pay the full fee for the agreed Deliverable irrespective of whether the Deliverable is performed as planned.

2.5 Customer's cooperation in case of non-delivery

2.5.1 If the Customer is unable to receive the Deliverable at the agreed delivery time due solely to circumstances attributable to the Customer, Atea reserves the right to invoice the full amount. The Customer is also responsible for any additional costs, losses or expenses incurred by Atea as a result.

3. Construction and Civil Engineering Works

With respect to construction and civil engineering works, AB 18 shall not apply in its entirety, but only those provisions of AB 18 that are expressly referred to in the Agreement.

3.1 Communication

The Agreement must expressly state who is authorised to make decisions on behalf of the Customer.

3.2 Preparation of Work Area

3.2.1 Atea does not carry out design work and has no design obligation and therefore no design liability, unless separately agreed with the Customer, cf. AB 18 section 17.

3.2.2 The Customer is responsible for ensuring that the work area has been prepared and designed for installation in accordance with good design practice and applicable statutory requirements, standards, etc. If the work area has not been prepared, Atea is not obliged to deliver according to the agreed time schedule. In addition, this will give rise to claims for extension of time and delay claims, cf. AB 18 sections 39-43.

3.2.3 Notwithstanding clause 3.2.2, Atea also reserves its right to an extension of time and to recover any delay costs in accordance with AB 18 if the delay is due to circumstances for which Atea is not responsible.

3.3 Excavation Permits

3.3.1 All necessary permits and approvals shall be obtained by the Customer/Employer, and the Customer/Employer shall bear the costs thereof.

3.3.2 If an excavation permit must be obtained for the performance of excavation works, the Customer shall be responsible for obtaining such excavation permits on private land, while Atea shall obtain excavation permits on public roads.

3.3.3 Atea assumes that all excavation works can be performed without handling contaminated soil. To the extent Atea is required to handle contaminated soil, the Customer shall bear the costs thereof as additional work, cf. AB 18 sections 23-25.

3.4 Time Schedule

3.4.1 The Parties shall prepare a time schedule for the Deliverable unless otherwise agreed in writing between the Parties.

3.4.2 The Customer is responsible for providing Atea with a detailed time schedule no later than eight (8) working days after conclusion of the contract so that Atea can plan the performance of the agreed work. The detailed time schedule must precisely state the times at which Atea can perform the agreed work, including when the work site has been duly prepared.

3.4.3 If the time schedule is revised, including as a consequence of delay by another contractor or installer, the Customer shall notify Atea in writing without undue delay. Atea must receive at least five (5) working days' notice of the changed time of

performance before the changed time at which Atea is to perform the works. If the Customer fails to comply with this deadline, Atea is not obliged to perform the works according to the revised time schedule, but only as soon as possible for Atea. If the change to the time schedule results in costs and expenses for Atea, these shall be paid by the Customer following calculation and demand from Atea.

3.4.4 The Customer shall, at its own cost and risk, obtain all necessary permits, approvals, dispensations and other required authority permissions. The Customer is fully responsible for all costs, obligations and any consequences that may arise in connection therewith, cf. AB 18 sections 23-25.

3.5 Handover Procedure

3.5.1 No pre-handover review shall be held for Atea's work, cf. by contrast AB 18 section 44.

3.5.2 Immediately before completion of the work, Atea shall give the Customer written notice of the time of completion (notice of completion). The Customer shall then convene Atea to a handover procedure, which must take place no later than ten (10) working days after the stated time. The provisions in the first and second sentences shall also apply to work which, by agreement with the Customer, has been postponed for later handover.

3.5.3 Atea shall only remedy visible errors and defects that existed at the time of handover. The Customer must complain in writing about such visible defects no later than twelve (12) days after receipt of written notice from Atea that the work is deemed

handed over. Failure to complain in due time means that the work is deemed accepted without reservation.

3.5.4 If the Customer does not convene a handover procedure as stated above, the work shall be deemed handed over twelve (12) working days after the stated time of completion. The same applies to a new handover procedure.

3.5.5 Atea is not obliged to participate in a five-year inspection for contract sums below DKK 1 million unless a separate agreement is entered into with the Customer in this respect.

3.6 Remuneration

3.6.1 No later than thirty (30) days prior to the planned performance of the work, thirty (30)% of the agreed total contract sum shall be paid to Atea for the purchase of materials.

3.6.2 The remaining part of the agreed contract sum shall be paid on an ongoing monthly basis according to the work performed and delivered by Atea. The payment terms for the ongoing monthly invoicing are current month plus 30 calendar days unless otherwise specifically agreed with the Customer.

3.6.3 Any additional works shall be invoiced separately by Atea immediately after performance of the work, and the payment deadline for such additional works shall likewise be current month plus 30 calendar days.

3.6.4 If the Customer does not pay on time, Atea is also entitled to suspend the work until the overdue amount plus accrued costs has been paid. Atea may suspend the work

without prior notice. Delay resulting from such justified suspension shall also entitle Atea to an extension of time and delay claims.

3.6.5 The Customer's obligation to pay on time remains irrespective of any complaint submitted.

3.7 Security

3.7.1 The provisions of AB 18 on provision of security shall not apply. The supplier is therefore not obliged to provide a bank guarantee or other security unless expressly agreed in writing.

3.8 Defects

3.7.1 The Customer's claims against Atea as a result of any defects must be submitted no later than one (1) year after handover of the work. After this time, the Customer may not raise claims against Atea.

3.8.2 The Customer receives system and application warranty to the extent provided by the manufacturers of the installed equipment.

3.9 Liquidated Damages

3.9.1 Atea and the Customer agree that the provisions of AB 18 on liquidated damages, including the rules on daily penalties, are derogated from in their entirety and therefore do not apply. Any liquidated damages due to delay, defects or other breach shall be determined and agreed separately between Atea and the Customer.

3.10 Liability

3.10.1 Atea is not liable for indirect losses, including loss of profit, goodwill, missing or unrealised financial benefits and objectives, production loss, loss of data, losses resulting from Atea's installations not being capable of use as intended, or losses resulting from an agreement with a third party lapsing or being breached.

3.10.2 Atea's liability for any loss, including defects or damage, is financially limited to 25% of the contract sum excluding additional works and may not exceed DKK 250,000.

4. Hardware

4.1 The Deliverables

4.1.1 Atea delivers, on behalf of the Customer, the purchased hardware specified in the Agreement. Atea delivers hardware as distributor and intermediary on behalf of the respective manufacturers. The Deliverable is subject to the manufacturer's technical specifications, warranty terms and other terms to the extent applicable.

4.1.2 The manufacturer's warranty terms apply to the hardware as a supplement to the Customer's mandatory rights under applicable consumer protection legislation.

4.1.3 Information from Atea or one of Atea's business partners concerning the suitability, weight, dimensions, capacity and technical data of products in catalogues, brochures, prospectuses, advertisements and similar material shall be deemed approximate only and shall not be deemed guaranteed characteristics, and Atea is not liable for the delivered item meeting the Customer's needs or intended purpose unless the Customer has required this and Atea has accepted it. Atea reserves the right to construction and/or design changes before the delivery time and during the course of multiple deliveries.

4.1.4 Hardware is delivered to the location(s) stated in the Agreement. Delivery locations must have reasonable access, and the Customer shall, at its own expense, facilitate unloading of the hardware at the delivery locations unless otherwise agreed in the Agreement.

4.2 Passing of Risk

4.2.1 Risk in the hardware shall pass to the Customer upon physical delivery of the hardware to the Customer

4.3.1 Hardware is supplied subject to retention of title. Atea shall retain full legal title to each individual hardware unit until the Customer has paid the full purchase price for the relevant hardware.

4.3 Handling fee

4.3.1 All orders with a total value of less than DKK 5,000.00 shall be subject to a handling fee of DKK 49.00.

4.3.2 If the Customer requests paper invoices, an invoicing fee of DKK 35.00 per invoice shall apply.

4.4 Handling of Defects

4.5.1 Error reporting and handling of defects in hardware shall take place in accordance with the relevant manufacturer terms unless otherwise agreed in writing between the Parties.

The Customer shall pay a fee corresponding to 2% of the agreed sales price of the goods per commenced month for goods that Atea is required to keep in stock if the Customer requests consolidated delivery or if the Customer requests a specific future delivery date.

5. Software and Third-Party Services

5.1 The Deliverables

5.1.1 Software is delivered as standard software and is subject to the relevant manufacturer terms (EULA/CSP), cf. section 4.2.

5.1.2 The Software may only be used in accordance with the relevant manufacturer's terms (EULA/CSP) and the Agreement.

5.1.3 The Customer is solely responsible for timely cancellation of automatic renewal (auto-renewal) of software subscriptions in accordance with the Agreement and the manufacturer terms applicable from time to time.

5.1.4 The Software is delivered as is and in accordance with the manufacturer's terms and system requirements applicable from time to time. The Customer is responsible for ensuring that these system requirements are met.

5.1.5 Atea does not warrant that the Software is compatible with future versions of third-party software.

5.2 Updates

5.2.1 Upgrades, updates and changes to the Software may be made by the manufacturer and/or Atea in accordance with the manufacturer's terms. This may include the launch of new versions, implementation of updates and adjustments to software functionality, provided such changes do not adversely affect the Software.

5.2.2 Changes may be implemented without prior notice. Upgrades and changes may cause planned downtime and may be implemented without further notice.

5.2.3 Any planned downtime will, to the extent possible, take place outside normal working hours.

5.3 Warranty

5.3.1 The Software is delivered as is. However, Atea warrants that the Software substantially meets the functionalities and characteristics set out in the official specifications stated in the Agreement and in Atea's original documentation. It is further warranted that all essential functions are operational provided that the Software is used as prescribed, in accordance with the said specifications and on the hardware and operating system environment for which the Software is designed.

5.3.2 The foregoing constitutes the only warranty provided by Atea. No other warranties shall be deemed to have been given or may be asserted against Atea.

5.3.3 Atea is at all times and without prior notice entitled to verify whether the Customer complies with the licence metric specified in section

5.3.4 of the Agreement. Such verification may include electronic access to the Software and related records. The Customer shall provide Atea with reasonable assistance in connection with the performance of these verification tasks.

5.3.5 Without prejudice to any other remedies for breach that Atea may have available, Atea is entitled, if the Customer is not correctly licensed, to claim payment of

the additional licence fee relating to the period during which the Customer has not been licensed in accordance with the Agreement.

5.3.6 Neither Party shall be liable for the other Party's costs connected with this section 4.5. Notwithstanding the foregoing, the Customer is responsible for costs incurred by Atea if an audit demonstrates that the Customer has not complied with the Agreement.

5.4 Third-Party Services

5.4.1 Scope of Application

5.4.1.1 The Agreement may include the purchase of third-party services and/or rights of use and licences to software, hardware, cloud services or other services provided by third-party suppliers or manufacturers ("Third-Party Services").

5.4.1.2 The Third-Party Services are not delivered by Atea but are facilitated by Atea to the Customer pursuant to the Agreement.

5.4.2 Manufacturer and Supplier Terms (EULA etc.)

5.1.2.1 The Customer is obliged to act within the restrictions that may be stated in the EULA, including being correctly licensed and licensed according to actual consumption. If Atea is met with claims from a third party as a result of the Customer's unauthorised use of the software, including use in breach of the applicable EULAs, the Customer shall indemnify Atea without limitation against any claim or costs incurred by Atea in that connection. In the event of conflict between Atea's terms and the third party's terms, the third party's terms shall

prevail with respect to the Third-Party Service.

5.4.3 Customer's Obligations

5.4.3.1 The Customer is obliged to use Third-Party Services in accordance with the applicable third-party terms, including:

- being correctly licensed,
- complying with any use, volume and metric limitations, and ensuring that actual use corresponds to the acquired licence rights.

5.4.3.2 If Atea is met with claims from a third party as a result of the Customer's use of Third-Party Services in breach of applicable terms, the Customer shall indemnify Atea against any loss, including damages awarded and reasonable legal and litigation costs.

5.4.4 Changes to Third-Party Terms

5.4.4.1 The Customer acknowledges that third-party suppliers and manufacturers may at any time amend their terms, including licence models, product packages, pricing models and technical prerequisites.

5.4.4.2 Amended third-party terms shall apply to the extent enforced by the third-party supplier or manufacturer, and Atea cannot be held liable for the consequences of such amendments.

5.4.5 Atea's Role and Liability

5.4.5.1 Atea's liability for Third-Party Services is limited to facilitating access to the relevant licences or services in accordance with the Agreement.

5.4.5.2 Atea provides no independent warranties, undertakings or obligations regarding Third-Party Services beyond what

follows from the relevant third-party terms and mandatory legislation.

5.4.6 Failure to Renew and Third-Party Charges

5.4.6.1 If, after expiry of an auto-renewal period, the Customer fails to renew a Third-Party Service or licence, and this results in a third party charging payment, fees or other costs, the Customer shall be responsible for such charges.

5.4.6.2 Atea cannot be held liable for third-party claims or charges caused by the Customer's failure or defective renewal of Third-Party Services or licences.

5.4.7 Assignment

5.4.7.1 Atea is entitled to assign its rights and obligations regarding Third-Party Services to affiliated companies to the extent compatible with the relevant third-party terms.

6. Managed Services

6.1 The Deliverables

6.1.1 Atea may deliver Managed Services, including but not limited to application management services (AMS), backup services, monitoring, maintenance and other related operational services ("Managed Services").

6.1.2 The specific Managed Services, including scope, content and any service levels, are set out in the Order Confirmation, the Agreement or a separate service description.

6.2 Contractual Basis

6.2.1 An order for Managed Services becomes binding on the Customer when:

- - the Customer submits an order via Atea's portals, or
- - the ordered Managed Services are put into use.

6.2.2 An order is binding on Atea upon submission of a written Order Confirmation or upon commencement of the Deliverable.

6.3 Changes to Managed Services

6.3.1 Atea is entitled on an ongoing basis to make changes, updates and adjustments to Managed Services and related service descriptions, provided such changes do not, taken as a whole, result in a material deterioration of the agreed functionality.

6.3.2 Changes may be made, inter alia, as a result of technological changes, security matters, changes at subcontractors or

manufacturers, and optimisation of operating environments.

6.4 Prices and Invoicing

6.4.1 Managed Services are invoiced as ongoing subscription services, typically monthly in arrears, unless otherwise agreed in writing.

6.4.2 The remuneration may consist of:

- an establishment fee,
- an ongoing subscription fee, and
- payment for supplementary services or consultancy assistance.

6.5 Index Adjustment

6.5.1 Index Adjustment of Hourly Rates (Rate Cards)

6.5.1.1 The remuneration for time-based services (rate cards/hourly rates) is adjusted once annually with effect from 1 January.

6.5.1.2 The adjustment is based on the development in the Wage Index for the Private Sector (Statistics Denmark) from the most recently published index before 1 January of the preceding year to the most recently published index before 1 January of the year in which the adjustment is made.

6.5.2 Index Adjustment of Other Services

6.5.2.1 The remuneration for Managed Services is adjusted once annually with effect from 1 January.

6.5.2.2 The adjustment is based on the development in the Net Price Index (Statistics Denmark) from the most recently published index before 1 January of the preceding year to the most recently



published index before 1 January of the year in which the adjustment is made.

6.6 Payment

6.6.1 The payment deadline for Managed Services is 14 calendar days from the invoice date unless otherwise agreed.

6.6.2 The Customer's payment obligation remains irrespective of complaints, disputes or temporary unavailability of parts of the Managed Services. The Customer is not entitled to set off.

6.7 Breach and Suspension

6.7.1 In the event of the Customer's material breach, including non-payment, Atea is entitled temporarily to suspend delivery of Managed Services until the breach has been remedied.

6.7.2 Suspension does not release the Customer from payment obligations during the suspension period.

6.8 Termination

6.8.1 Managed Services may be terminated by either Party upon three (3) months' written notice to expire at the end of a calendar month unless otherwise agreed.

6.8.2 For prepaid services, termination shall only take effect upon expiry of the prepaid period, and prepaid amounts shall not be refunded.

6.9 Data upon Termination

6.9.1 Upon termination of Managed Services, Atea is entitled to delete the

Customer's data related to the terminated Managed Services unless otherwise required by mandatory legislation or separate agreement.

6.10 Third-Party Rights (Managed Services)

6.10.1 Claims from Third Parties against the Customer

6.10.1.1 If a third party raises a claim against the Customer alleging infringement of third-party rights as a result of the Customer's use of Managed Services, and to the extent Atea is responsible for the alleged infringement, the Customer shall notify Atea thereof in writing without undue delay.

6.10.1.2 Atea shall thereafter assume full control of the handling of the claim, including the right to conduct the proceedings, enter into settlement and make decisions on the resolution of the matter before the courts or out of court, and shall bear all costs associated therewith, including reasonable legal and litigation costs.

6.10.1.3 If the alleged infringement results in a material or prolonged disruption to Managed Services, the Customer is entitled, upon 30 days' written notice, to initiate transition to an alternative solution and terminate the Master Agreement as a result of breach.

6.10.2 Indemnification by Atea

6.10.2.1 Atea shall indemnify the Customer against any loss incurred by the Customer as a result of third-party claims for infringement of third-party rights, including damages awarded and reasonable legal and litigation costs, to the extent the claim



relates to Managed Services for which Atea is responsible.

6.10.2.2 If Atea infringes third-party rights, Atea shall remedy the situation, at its own discretion, by modifying or replacing the Managed Services so that they continue to meet the Master Agreement without infringing third-party rights.

6.10.3 Third-Party Infringement Claims against Atea Caused by Customer Materials

6.10.3.1 If a third party raises a claim against Atea alleging infringement of third-party rights as a result of Atea's use of software, data or other material made available by the Customer and forming the basis for Managed Services, including but not limited to the Customer's use of software and data hosted by Atea for the Customer, the Customer shall indemnify Atea against any loss, including damages awarded and reasonable legal and litigation costs.

6.10.3.2 In such cases, the Customer shall assume full control of the handling of the claim and shall have the right to conduct the proceedings, enter into settlement and make decisions on the resolution of the matter before the courts or out of court.

6.10.4 Failure to Renew Licences

6.10.4.1 If, after expiry of an auto-renewal period, the Customer fails to renew the relevant licence, and this results in a third party charging payment, fees or other costs, the Customer shall be responsible for such payments unless otherwise agreed.

6.10.3.3 Atea cannot be held liable for third-party charges caused by the Customer's failure to renew, or timely renew, licences, including licences administered or hosted by Atea as part of Managed Services.