

The following terms of sale and delivery 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 whether the Customer is registered in Denmark or in any other country, regarding Atea's delivery of Collaboration services or projects. In case of discrepancy between the terms of sale and delivery stated below and the Customer's general terms and conditions, the following terms shall apply. Atea is entitled to transfer any and all rights without limitation to a company within the Atea Group and to use subcontractors.

1 BASIS OF CONTRACT AND DESCRIPTIONS

- 1.1 Any offer made by Atea is valid for a period of 14 days after the date the offer was made, unless otherwise specifically stated in the offer, and will only be binding on Atea if a conforming acceptance is received by Atea in the validity period.
- 1.2 Any order is taken at the price applicable at the date of Atea's order confirmation. In the event that the order confirmation deviates from the Customer's order and the Customer does not wish to accept these changes, the Customer shall notify Atea to this effect within 8 days. Otherwise, Atea's order confirmation shall be effective.
- 1.3 Any offer/order confirmation from Atea concerning products that are not in own stock has been made subject to the possibility of providing the goods in question. If it might turn out that the goods cannot be provided, Atea shall be entitled to revoke the offer/the order confirmation submitted without entitling the Customer to advance any claim whatsoever.
- 1.4 Information from Atea or one of Atea's business partners concerning applicability, weight, dimensions, capacity and technical data in catalogues, brochures, prospects, advertisements or equivalent is only to be considered informative and not guaranteed, and Atea shall not assume responsibility as to whether the delivery meets the Customer's needs or application purpose. Atea will only assume responsibility if claimed by the Customer, provided that Atea has given its express undertaking in writing to this effect. Atea makes reservations on changes in construction and/or design prior to the commencement of the time of delivery and during the course of several deliveries.
- 1.5 For products which require special documentation with a view to installation, connection, operation and/or maintenance Atea will provide the Customer with such documentation with the delivery, at the latest. Atea reserves the right to prescribe that such documentation shall be treated as confidential.
- 1.6 Atea reserves the right to replace parts of a delivery with parts of the same quality as the original parts if Atea notifies the Customer of such replacements in writing and if it is not in general critical to the Customer that the delivered is produced by one producer or another. Furthermore, Atea shall have the right to make minor changes in the delivery which, in Atea's opinion, are technically required.
- 1.7 Service on the delivery is only provided in accordance with specific service Agreement. Atea can offer service agreements in accordance with separate bids, specifying levels or prices hereto.
- 1.8 Atea is entitled to all results of the service or is entitled to sublicense these on behalf of a third party. The customer only acquires a non-exclusive, non-transferable use of right to the results and is not allowed to make changes herein.
- 1.9 To the extent that the delivery contains third party software, -code or other intellectual property rights which is owned by a third party, the Customer acquires a use of right in accordance with the relevant license terms from the third party. The Customer is encouraged to familiarize themselves with these terms on its own initiative and it is the Customer's own responsibility in every aspect to ensure that the license terms is respected at any time and that the software is applicable to the Customer's requirements.
- 1.10 If the Customer makes or allows changes to be made in software, irrespective of whether the software or -code is produced by Atea or third party, the Customer shall be fully responsible for the changes.
- 1.11 Atea shall not be obliged to surrender any source codes, irrespective of whether it is for third party software or -code or software or -code delivered by Atea.
- 1.12 The Customer vouches for Atea's use of his/her IT- facilities without violating the rights of a third party.
- 1.13 Atea is obligated to indemnify the Customer against any claim in connection with the Customer's use of the delivered items that may be brought by third parties for infringement of third party IPR. The indemnification is provided that the Customer respects any and all regulations from Atea or Atea's subcontractors. The indemnification does not govern any violated use caused by the Customer's specific conditions in his/her operation environment or if the Customer's use violates third party patent rights.
- 1.14 Atea is entitled to use the Customer name and descriptions of the services, which Atea has delivered to the Customer for marketing purposes in customary extent, e.g. reference lists and case descriptions.

2 PREREQUISITES AND THE CUSTOMER'S OBLIGATIONS

- 2.1 The Customer is, without payment, obliged to assist with facilities, employees, information and any other material necessary for Atea to solve a particular task. In the event that the Customer fails to meet the obligation to assist Atea in solving the tasks, for which there is submitted a fixed price by Atea, the Customer shall bear all costs in relation hereto, including but not limited to **settlement on time and material basis**.
- 2.2 The following technical terms, conditions and the Customer obligations apply unless otherwise stated in writing in the parties' Agreement. To the extent that these are not met, Atea cannot ensure that the agreed tasks are delivered on the agreed time. Therefore, in that case Atea reserves the right to postpone announced installation and delivery times. Simultaneously, Atea is entitled to invoice the Customer

on time and material basis, as if Atea had completed the task to the agreed time, provided that Atea's technicians cannot be allocated to other sites.

- 2.3 The following terms and conditions regarding Atea's right to invoice or Atea's reservation of the right to invoice borne costs and suffered losses, applies irrespective of whether the service is settled to a fixed price or the service is settled on time and material basis.
- 2.4 Installation time, work time and conditions:
 - 2.4.1 The start of installation can on the earliest time commence 6 weeks after order placement.
 - 2.4.2 All work is performed within normal business hours. Any work performed outside of normal business hours out of necessity will be invoiced in accordance with time spend and subject to an addition in hourly rate depending on the industry, irrespective of the cause to which the work was performed.
 - 2.4.3 The Customer shall provide a competent and quorum contact person, who shall be present from the beginning until the walk through upon completion as agreed.
 - 2.4.4 In the event that the Customer amends the time of installation/delivery of the product within 48 hours of the agreed time, Atea reserves the right to invoice actual loss/hourly rate, including hours which cannot be allocated, driving etc.
 - 2.4.5 The Customer shall ensure free and unhindered access to facilities in continuous order, determined by Atea. In the event that this is not possible, the delay will be settled on time spend. Atea's employees are, furthermore, only obligated to wait for access to the Customer's facilities for the time allocated to perform the installation in accordance with the agreed time schedule agreed, or within the time frame notified to Atea.
 - 2.4.6 The Customer shall provide parking space. Alternately the Customer will be invoiced any parking fee or the like.
 - 2.4.7 It is the Customer's responsibility to book relevant facilities and to ensure that the facilities are ready for performing the installation and available throughout the necessary time frame, meaning that the installation can be performed without interruption. Time frames where the facilities are unavailable shall be notified by the Customer and if necessary described in detail in the time schedule. The time of arrival of Atea's technicians are listed in the installation confirmation (send by e-mail) or in an agreed time schedule.
 - 2.4.8 There will be a handover upon completion of a stage. A single facility can constitute a stage. In lack of Agreement, Atea will determine the extent and the process of the stages.
 - 2.4.9 If the Customer has chosen to make the inspections and measurements of the facilities by his-/herself, the Customer is responsible for the accuracy of the measures, including heights of ceiling and lengths of routes.
- 2.5 Delivery of products:
 - 2.5.1 When the products are transported to the Customer's locations, the carrier will deliver to the nearest door step or ramp. If further assistance is requested, this will be invoiced. It is the Customer's responsibility to inspect the delivered, including delivery notes, and to raise complaints to the carrier in the event of transport damages or missing deliveries in accordance with the carrier's procedure hereto. Failing to raise complaints in accordance with the forgoing will result in lapse of warranty, insurance and liability if any.
 - 2.5.2 When the equipment is physically placed on the Customer's premises, the equipment is transferred to the Customer's responsibility and risk. The Customer assumes all responsibility towards securing and insuring the products.
 - 2.5.3 The Customer is responsible for the following in relation to management and preparation of the equipment:
 - Receiving and securing products for the purpose of installation.
 - Equipment shall be available in the relevant facility on the time upon which Atea's technicians shall perform installation.
 - Assignment of the correct facilities to Atea's technicians.
 - Disposal of trash after completed installation.
 - Atea only provides a "constructional cleaning" (clean-up, sweeping and vacuuming if possible). The Customer is responsible for further cleaning of the facilities.
- 2.6 Technical factors and the Customer's operating environment:
 - 2.6.1 All installations and products are excluded 230V- and PDS-cabling; establishment of **cabling; cable channels**; hire of scaffolding/lift exceeding 4 meters. All installations are, furthermore, excluded carpenters, joinery and painting and any other form of unspecified construction work.
 - 2.6.2 Additional products, installation time, waiting time, post reparation and other work etc., which is attributable to errors or deficiencies in an existing operating environment, software or constructional factors, that these deviates from the ones notified by the Customer or deviates from common practice or good practice, will be invoiced by Atea in accordance with spending. That the Customer's operating environment or software is not up to date in accordance with the latest version is also to be regarded as an error or deficiency.
 - 2.6.3 The Customer is obligated to notify if constructional factors which are not regarded as standard or does not meet the Manufacturer requirements

and technical conditions, including but not limited to 1-layer plaster walls. The Customer is obligated to bear all costs for extra work performed or delay, e.g. performed reinforcement of the walls.

- 2.6.4 Software: unless otherwise stated, the software installation in the Customer's end user devices (e.g. PCs) is not included. If Atea on application from the Customer performs installation of such software, this shall be on the Customer's expense, risk and responsibility.
- 2.6.5 The AV-systems performance capacity and technical functions are provided that the Customer's connected units (e.g. PC, MAC) and setup of these meet the standards, prescribed by the Manufacturer. It is the Customer's responsibility that the climate/temperature in the relevant facilities conforms to the Manufacturers' stated conditions. In case of non-conformity, the warranty will lapse.
- 2.6.6 Drop cables from the Customer's equipment output are not included unless otherwise specifically stated in the contractual basis between the parties.
- 2.6.7 It is the Customer's responsibility to make a LAN/WAN network available to the extent that this is included as a part of the solution. It is the Customer's responsibility to ensure that the any transmission in the Customer's network is performed without loss of data and with accessibility which support the specifications provided by the Manufacturer.
- 2.6.8 At the time of installation, Atea cannot be held liable for any undocumented error or deficiency in the product and Atea adheres to the installation guides provided by the Manufacturer.
- 2.6.9 Atea cannot be held liable for loss of function or stability caused by firmware/software upgrades. It is the Customer's responsibility when upgrading to ensure that the agreed functionality at the time of installation is present.
- 2.6.10 The Customer is responsible for establishing tagged terminal boxes on instruction from Atea with functionality descriptions on every terminal, when managing light and darkness or other equipment, which shall be controlled and interfaced to.
- 2.7 Additional factors:
 - 2.7.1 Education and instruction of the installed is not included in Atea's services. The Customer bears the cost if he/she applies for education and instruction.
 - 2.7.2 Construction meetings are invoiced on the basis of time spend subject to of fee of DKK 475,00 per every half hour, unless otherwise stated in the contractual basis between the parties.
 - 2.7.3 Installation and disposal of packages if any is subject to a fee of DKK 330,00 per every half hour and software to a fee of DKK 600,00 per every half hour, invoiced on the basis of time spend. In addition hereto are travel costs.
 - 2.7.4 User specific manuals are not included and only the Manufacturers' standard manuals and documentation are delivered unless otherwise agreed.

3 PRICES, PAYMENTS TERMS AND RESERVATION OF TITLE

- 3.1 Prices are listed in Atea's offer. The prices for services which do not have a fixed price in the offers are settled on time and materials spend in accordance with Atea's prices applicable from time to time.
- 3.2 All prices are in DKK (unless otherwise specifically stated) and are excluded of VAT, but all other Danish taxes are included. In case of any amendments in the Danish taxes, the price shall be amended in accordance with the economical consequence hereto, thus Atea remains unaffected.
- 3.3 Atea invoices the total payment as follows, unless otherwise specifically stated in Atea's offer: i) 40 % at the acceptance of the offer, ii) 40 % when the products are delivered to Atea's inventory, iii) 20 % by approved handover – in the event that several handovers are made, the price will be distributed in accordance hereto. For additional services where the price is settled in time and materials spend, Atea will invoice monthly.
- 3.4 Invoice is done electronically to an address specified by the Customer. If the Customer applies to paper invoice or if the invoice cannot be done electronically, the invoice is done on paper. The Customer reimburses Atea for expenses borne in relation to the paper invoicing.
- 3.5 The due date follows the Customer's standard payment conditions with Atea, and if such conditions do not exist, the due date is net cash. For late payments, the Customer shall pay an interest of 1.8% per commenced month. In addition, Atea may claim reimbursement for expenses associated with the recovery of delayed payment.
- 3.6 If the Customer fails to make timely payments, or Atea does not receive satisfactory credit information about the Customer, Atea will be entitled to stop deliveries until advance payment is made or sufficient collateral is provided.
- 3.7 All per cent surcharges, e.g. per cent surcharge for late payment, are based on the interest rate (CIBOR as reference rate) applicable on the time of acceptance of the offer. If fluctuations in interest rate band occur, Atea is entitled to regulate the per cent surcharge based on the same fluctuations.
- 3.8 The Customer's obligation to make timely payments stands, even if the customer makes a complaint, alternatively, the Customer must deposit the purchase sum when complaining. The Customer is always obligated to make timely payment for

the part of the delivery, for which no complaint has been made. The Customer is not entitled to offset. If payment is provided in instalments, the full outstanding debt is due for payment if the Customer wholly or partially defaults payment on an instalment.

- 3.9 Should Atea choose to terminate as a result of the Customer's breach, Atea shall, as a minimum, be entitled to a consideration equivalent to 30 % of the price agreed for the services, unless heavier damage has been suffered. Atea retains title to the delivered items until full payment is rendered. When taking back the delivered items, the Customer must reimburse any loss and all costs that Atea might suffer in relation hereto.

4 DELIVERY AND DELAY

- 4.1 Services provided by Atea are delivered in accordance with the parties' further Agreement (e.g. in a time schedule) regarding delivery of products and installation, cf. Clause 1.14. If such Agreements do not exist, Atea will determine the time of delivery.
- 4.2 Delivery will be made as soon as possible with due regard to delivery times with Atea's subcontractors. Atea is thus entitled to make successive delivery. In the event of an agreed delivery time, this is considered as met when Atea has shipped the delivery or made the delivery available to the Customer prior to the expiration of the delivery time.
- 4.3 In the event that the Customer submits a request for amending or supplementing the delivery, the delivery time is postponed corresponding to the time which the amendment or supplement causes.
- 4.4 In case of delay attributable to Atea and to the extent that the Customer wishes to claim remedies for breach in accordance hereto, the Customer shall within two (2) days after the delay occurs provide Atea with a reasonable notification to make delivery. Reasonable notification shall be understood as a starting point a minimum of 30 business days. Atea may make several delivery attempts within the reasonable notification. If the reasonable notification expires without delivery, the Customer shall be entitled to terminate. However, the Customer may not terminate for products and services already delivered or products and services where delay has not yet occurred, unless the Customer can prove a dependence between the delayed delivery and the delivery already delivered and the delivery where delay has not yet occurred. If the Customer fails to provide Atea with a reasonable notification within 2 days after the delay occurs, there is no delay as Atea will deliver as soon as possible. As for Atea's limited liability regarding delays, see Clause **Error!**
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5 DEFECTS

- 5.1 The products are solely subject to the Manufacturers' warranty, warranty periods and remedy periods and the terms and conditions hereto. In particular, Atea typically offers no, or very limited warranty on software or –code, irrespective of whether it is third party software or –code or other intellectual property rights developed by Atea. Atea provides no separate warranty for products. Manufacturers' warranties shall be determined unilaterally by the Manufacturers, and Atea therefore makes general reservations regarding changes to the warranties in both scope and term after the Agreement has been entered into and after delivery. Such changes in warranties do not give rise to a claim or other compensation from Atea. Work performed by Atea is subject to a general warranty of three (3) months that the work is performed in essence in a workmanlike manner in accordance with industry standards. This warranty does not include products or functionality of the system. The warranty is provided that the Customer can prove i) that the Customer without undue delay, has commenced use of the work, ii) that the Customer has not subsequently made changes to its systems or the like that were present when Atea performed the work, or does not use the work in and in accordance with the context in which the work was performed.
- 5.2 The Customer shall be obliged to inspect the delivered goods upon receipt. If the Customer ascertains, or ought to ascertain that the delivered goods are defective, the Customer shall immediately and within eight (8) days assert such defects in writing. Defects also mean any violation of third party rights (legal deficiency). If the Customer fails to complain in due time, the Customer's right to assert shall lapse. This time limit is also applicable to complaints on services, installation etc. A defect is not deemed to exist if the Customer has used the delivered items incorrectly, including ignoring the guidelines from Atea or Atea's subcontractors, or if the Customer or any third party without Atea's consent has made changes, or had modifications made to the delivered items.
- 5.3 For justified and timely complaints, Atea is entitled, at its own discretion, to perform a replacement or remediation within a reasonable period of time. A reasonable period of time shall be understood as a starting point a minimum of thirty (30) business days. If Atea performs timely replacement or remediation, the Customer is not entitled to terminate the Agreement or demand damages as a result of the defect. Atea is entitled to make one or several attempts of delivery. Unless otherwise agreed upon, the Customer bears all transport expenses in connection with remediation of its products. If Atea finds that a product, which has received a complaint, is free of defects, Atea is entitled to invoice all costs incurred by Atea in this regard.
- 5.4 If replacement delivery or remedy has not taken place in due time, the Customer may only terminate the Agreement or claim a proportional reduction of the purchase price. However, the Customer may not terminate for products and services which do not suffer from defects, unless the Customer can prove a dependence between the products and services suffering from defects and the ones which does not. As for Atea's limited liability regarding delays and defects, see Clause **Error!**
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- 5.5 The Customer is, furthermore, only entitled to terminate the Agreement for the part of the total delivery which is delayed, including force majeure, or products suffering defects.
- 5.6 Atea is not liable for property damage, including damage to buildings, caused by defects in the sold product. Atea is, furthermore, not liable for damage to products Manufactured by the Customer wherein Atea's products are implemented or for products containing such the Customer products.
- 5.7 Products free of defects are only returned in accordance with Atea's return policy applicable from time to time.

6 LIABILITY

- 6.1 The parties are liable in accordance with Danish law.
- 6.2 Atea is not liable, irrespective of whether the basis of liability is Danish law on liability or indemnification, for any indirect damage, including loss of 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.
- 6.3 Atea's liability for any loss or damage, including proportionate reduction and penalty if any, is limited in amount to 25% of the amount the Customer has paid for the product or service on which the claim is based, and is capped at DKK 250.000.

Atea is not liable for property damage, including damage to buildings caused by defects in the sold product. Atea is, furthermore, not liable for damage to products manufactured by the Customer wherein Atea's products are included or for products containing such the Customer products. The limitation of liability in this clause **Error! Reference source not found.** is also applicable to any product liability or intermediary liability and Atea thus disclaims to the widest extent possible and in accordance with mandatory Danish law, product liability and intermediary liability.

7 DISPUTES

- 7.1 Disputes rising in regard to the current terms of sales and delivery are settled by Danish law, however, with the exception of Danish intentional private law. Venues for lawsuits brought by the Customer against Atea, is Atea's home court. Venues for lawsuits brought by Atea against the Customer, is Atea's home court or Customer's regular home court depending on Atea's decision.