

GENERAL TERMS AND CONDITIONS FOR NV Manager™

(Last updated January/2017)

1 ABOUT NV COMFORT®, DATA UPLOAD AND DATA STORAGE

- 1.1 The climate controller NV Comfort® ("the unit") is an intelligent control unit for automatic control of Natural Ventilation. By connecting to the Internet, the unit will upload climate data and control event to a Cloud server secured by WindowMaster. Data upload can be aborted by the user via the unit's configuration menu.
- 1.2 NV Manager™ ("NVM") is a license based software application that via the hardware described in clause 1.1 gives the client and other registered users access to uploaded climate data and system events, including remote control of the unit and remote support of the unit from WindowMaster. The above license is governed by Terms of use for NVM which the client will accept in connection with commissioning of NVM.
- 1.3 The unit and NVM are both supplied by WindowMaster International A/S, Skelstedet 13, DK-2950 Vedbæk, Denmark ("WindowMaster") for WindowMaster's clients ("the client").
- 1.4 These general terms and conditions ("GTC") for data upload and data storage in respect of use of NVM and terms of use for NVM which the client will accept in connection with commissioning of NVM shall govern the client's usage of NVM.

2 DATA PROCESSING

- 2.1 WindowMaster will not collect, registers, store and process personally identifiable information or sensitive personal information as part of the client's use of NVM.
- 2.2 WindowMaster will not provide and submit information about the client's use of NVM or uploaded data without the client's prior consent.
- 2.3 The client accepts that WindowMaster may use the data and system events that are uploaded by the client's use of NVM, including but not limited to (i) assist the client with specific customisations of NVM and/or the unit, (ii) create statistics and analyses with a view to optimising the client's use of NVM and/or the unit, and (iii) improve and develop NVM and/or the unit.
- 2.4 The client accepts that WindowMaster may contact the client via Email on the basis of, but not limited to, data and system events that are uploaded by the client's use of NVM and the statistics and analyses created by WindowMaster with a view to optimising the client's use of NVM.

3 LIMITATION OF LIABILITY

- 3.1 WindowMaster is liable under Danish law whereas WindowMaster in no event shall be liable for (i) indirect loss or consequential damages, (ii) damage, loss or omissions as a result of force majeure, or (iii) damages against which the client is insurable from the client's use of NVM and/or the unit.
- 3.2 WindowMaster shall not be liable for damages as a result of defects in parts and/or services provided by third-parties – e.g. the power company, the telecommunications companies, Internet providers, etc. - and any other related issues in connection with signal transfer from use of NVM and/or the unit. Moreover, WindowMaster does not have the capacity to identify such defects and will therefore not be able to pay the client's attention to the defects. Remedy of any damages to

components connected to NVM and/or the unit as a result of such defects shall be carried out at the client's expense.

- 3.3 WindowMaster is not liable for damages to electronic equipment, e.g. smartphones, tablet, PC, etc. on which the software application mentioned in clause 1.2 is downloaded, installed and applied for use of NVM.
- 3.4 WindowMaster is not liable for crashes in the secure Cloud server controlled by WindowMaster and to which the client's climate data and system events are uploaded by the client's use of NVM.
- 3.5 WindowMaster is not liable for consequential damages that may occur as a result of the client's and guest users' configuration changes in NVM for use of the remote control of the unit.
- 3.6 The maximum liability of WindowMaster shall not exceed DKK 100,000.00. If the client finds that he has a claim against WindowMaster, the client shall inform WindowMaster about this immediately via Info.dk@windowmaster.com.

4 TERM AND TERMINATION

- 4.1 The general terms and conditions shall be in force until the general terms and conditions are terminated by the client or WindowMaster. The general terms and conditions are terminable by the client or WindowMaster, including via Email, giving one (1) month's notice at the end of a month. WindowMaster shall be entitled to immediately suspend the client's and the registered users' access to NVC without further notice in case of gross negligence by the client of his obligations under the general terms and conditions.

5 CHOICE OF LAW AND VENUE

- 5.1 The general terms and conditions shall be governed and interpreted under Danish law as regards international civil law to the extent application of such rules would lead to another choice of law than Danish law.
- 5.2 Any dispute arising in connection with the terms and conditions that cannot be settled amicably shall be instituted before the City Court in Lyngby, Lyngby Hovedgade 96, DK-2800 Kgs. Lyngby, Denmark.

6 AGREEMENT AND AMENDMENTS OF THE TERMS AND CONDITIONS

- 6.1 The client has agreed to the terms and conditions. WindowMaster is entitled to change the terms and conditions from time to time without giving the client any notice. The client is therefore advised to check the terms and conditions regularly.