

TERMS OF USE FOR NV Manager™

(Last updated January/2017)

1. NV MANAGER™

- 1.1 NV Manager™ ("NVM") is a software application provided by WindowMaster International A/S, Skelstedet 13, DK-2950 Vedbæk, Denmark ("WindowMaster") to WindowMaster's clients ("the client"). NVM gives registered users access to data uploaded to a Cloud server via WindowMaster's climate controller NV Comfort® ("the unit" or "units").
- 1.2 NVM is a license based service that via software application described in clause 1.1 and the hardware described in clause 1.3 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 client's user registrations can be used to serve several units.
- 1.3 The unit is an intelligent control unit for automatic control of WindowMaster's systems for the use 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 suspended by the client and other registered users via the unit's configuration menu.
- 1.4 These terms of use for NVM ("the terms") shall govern the client's use of NVM.

2. TERMS OF USE OF NVM

- 2.1 After installation of the unit, the client shall ensure that the unit is connected to a network with active Internet connection. When connecting to network with active Internet connection, the client will automatically be granted a license to the software application to be used for the client's usage of NVM later. The client or user must download the above software application to be able to use NVM and the software application will only be available via PC with Microsoft Windows 10 installed.
- 2.2 The license referred to in clause 2.1 will be granted to the client free of charge for the first three (3) months which shall be deemed to constitute a trial period ("the trial period"). The trial period shall commence on the date when the client connects the unit to network with active Internet connection, see clause 2.1. At the end of the trial period, the client must pay an annual license fee to WindowMaster in order to be able to use NVM. If the client want to continue the license for the software application mentioned in clause 2.1, after the end of the trial period, the client must contact WindowMaster's service department (clause 9) with a view to payment of the above license fee, before the end of the trial period.
- 2.3 The client must activate data upload via the unit when using NVM by (i) creating his own administrator and any guest users, and (ii) giving the administrator and guest users access to uploaded data and remote control for the unit. WindowMaster will be created as "not activated" guest user per default. The administrator and guest users cannot use NVM without registration as users and the client's activation of the created users. Data are uploaded as long as NVM's "Data upload" feature is activated by the administrator/guest user.
- 2.4 The unit will not upload climate data and system events unless the client has activated it by use of NVM. If the client has activated data upload, data will be sent to a secure Cloud server controlled by WindowMaster via the unit. Data are not redistributed and will only be available to the administrator and guest users.

2.5 The unit can only be remote controlled by the administrator and guest users by use of NVM.

3. DATA PROCESSING

3.1 WindowMaster will not collect, registers, store and process personally identifiable information or sensitive personal information as part of the client's use of NVM.

3.2 WindowMaster will not provide and submit information about the client's use of NVM or uploaded data without the client's prior consent.

4. THE CLIENT'S LIABILITY

4.1 The client shall be liable for creation of administrator and guest users, see clause 2.3. WindowMaster does not have the capacity to verify the correctness of the information entered by the client in NVM, and the client shall therefore be liable for correct information and that it is updated.

4.2 The client shall prevent unauthorised access to NVC. If the client suspects that unauthorised persons have obtained access to NVM, WindowMaster shall be informed immediately via Info.dk@windowmaster.com.

5. LIMITATION OF LIABILITY

5.1 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.

5.2 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.

5.3 WindowMaster is not liable for damages to electronic equipment, e.g. smartphones, tablet, PC, etc. on which the software application mentioned in clause 1.1 is downloaded, installed and applied for use of NVM.

5.4 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.

5.5 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.

5.6 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.

6. TERM AND TERMINATION

- 6.1 Without prejudice to clause 6.2, the terms shall apply until the client or WindowMaster terminates the terms. The terms 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 NVM without further notice in case of gross negligence by the client of his obligations under the terms.
- 6.2 The license granted subject to clause 2.1 will automatically be renewed for one (1) year at a time from the end of the trial period, see clause 2.2, unless the client has terminated the license granted giving one (1) month's notice at the end of a month.

7. CHOICE OF LAW AND VENUE

- 7.1 The terms 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.
- 7.2 Any dispute arising in connection with the terms that cannot be settled amicably shall be instituted before the City Court in Lyngby, Lyngby Hovedgade 96, DK-2800 Kgs. Lyngby, Denmark.

8. AGREEMENT AND AMENDMENTS OF THE TERMS

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

9. SERVICE DEPARTMENT

Denmark: service.dk@windowmaster.com
Germany: service.de@windowmaster.com
Norway: service.no@windowmaster.com
Switzerland: service.ch@windowmaster.com
United Kingdom: service.uk@windowmaster.com
Others: service.dk@windowmaster.com