

USER TERMS FOR NV Embedded® with Cloud Solution

(Latest update April/2019)

1. NV EMBEDDED®

- 1.1 NV Embedded® ("NVE") is an indoor climate solution from WindowMaster International A/S, Skelstedet 13, 2950 Vedbæk, Denmark ("WindowMaster") for WindowMaster customers (the "Customer"). It is possible to connect a cloud and application solution to NVE, thereby giving the Customer and other registered users access to data that the users have uploaded to a cloud server via WindowMaster's NVE MotorController. Registered users can gain access to the data they have uploaded either using an application on the individual user's mobile phone or tablet ("App") or via the Customer's administrator access on NVE's dashboard ("Dashboard").
- 1.2 NVE with cloud and application solution is a licensed service which, via the App and Dashboard mentioned in item 1.1 and the hardware mentioned in item 1.3, gives the Customer and other registered users access to uploaded climate data and system events, including remote control of the MotorController and receipt of remote support for the MotorController from WindowMaster. The Customer's and other registered users' registrations can be used to control the MotorController or parts of it, depending on the assigned user rights.
- 1.3 NVE consists, at the minimum, of an intelligent MotorController, together with a license dongle ("Dongle"), which is a USB drive used to activate NVE. Via an Internet connection, the MotorController can upload climate data and control events to a cloud server secured by WindowMaster. Data upload can be interrupted by the Customer via the MotorController's configuration menu, which is accessed via the MotorController or PC, where the Customer has downloaded WMaMotorParamTool software ("Software"). These user terms for NVE (the "Terms") govern the Customer's use of NVE.
- 1.4 If the Customer designates a third party as Administrator, that party must also accede these terms.

2. TERMS OF USE OF NVE WITH CLOUD SOLUTION

- 2.1 After completing installation of the MotorController, the Customer shall ensure that the MotorController is connected to a network with an active Internet connection. The first license period begins upon connecting to a network with an active Internet connection and simultaneous activation of the Dongle; see item 2.3.
- 2.2 Dashboard is supported by the web browsers Microsoft Edge and Google Chrome. The App is supported by iOS and Android.
- 2.3 The license period mentioned in item 2.1 is granted to the Customer at no cost for the first five (5) years. The first license period begins on the date that the Customer connects the MotorController to a network with an active Internet connection; see item 2.1. After the first license period expires, to continue use of NVE with cloud solution, the Customer must pay an annual license fee to WindowMaster, for instance as part of a service agreement. If the Customer still wants a license for the cloud solution referred to in item 2.1 after the expiry of the first license, the Customer must contact Win-

WindowMaster's service department (item 9) no later than two months before the license period in item 2.1 expires, with a view to paying the said license fee. If the Customer does not contact WindowMaster no more than two months before expiry of the license period referred to in item 2.1, the Customer consents to being contacted by WindowMaster for the purpose of extending the license period.

- 2.4 The Customer must activate the cloud solution, the application solution for NVE and the Dongle and (i) create its own administrator access (Administrator) and register any other users, and (ii) give users access to data and any remote control of windows. Because of the cloud structure, as data manager, WindowMaster will always have the overriding administrator rights to the MotorController. The Customer and registered users may not use NVE without a user profile and the Customer's activation of the created user profiles. Data is uploaded as long as the cloud and application solution for NVE are active.
- 2.5 If the Customer has activated the cloud function, data will be sent to a secure cloud server controlled by WindowMaster via the MotorController. Data is not distributed and is exclusively accessible by the Customer, registered users and WindowMaster.

3. DATA PROCESSING

- 3.1 WindowMaster is data controller and collects, registers, stores and processes only the following personal data in connection with the Customer's use of the App or Dashboard: Usernames, email addresses, passwords, events and settings of components made by you.
- 3.2 In addition, the designated Administrator has access to the assignment and verification of user rights.
- 3.3 WindowMaster will not disclose personal data about the use of the App or data without prior acceptance, unless WindowMaster is obligated to do so by law or court order.
- 3.4 All settings of components and measurement data are anonymised and used for data analysis and product development, including of NV Embedded® system. WindowMaster uses the (non-identifying) data and system events that are uploaded using NV Embedded® for purposes including but not limited to (i) assisting the Customer with specific adaptations of NV Embedded® and/or the solution, (ii) extracting statistics and analyses with a view to optimising the Customer's use of NV Embedded® and/or the solution, and (iii) improving and developing NVE and/or the solution.
- 3.5 Read about the handling of personal data and the registered individuals' rights in the personal data policy [windowmaster.com/privacy-policy].

4. CUSTOMER'S LIABILITY

- 4.1 The Customer is responsible for creating the Customer's administrator access and registering users; see item 2.4. WindowMaster is not able to test the accuracy of the data that the Customer enters in NVE, and therefore it is the Customer's responsibility to ensure that the data is correct and updated at all times.

- 4.2 It is the Customer's responsibility to prevent unauthorised access to NVE, including MotorController, Dashboard and App. If the Customer suspects that unauthorised persons have accessed NVE, the Customer must inform WindowMaster thereof immediately via support.nv-embedded@windowmaster.com.

5. LIMITATION OF LIABILITY

- 5.1 WindowMaster is liable according to the general principles of Danish law, and WindowMaster shall never be liable for (i) indirect loss or consequential damages, (ii) damages, loss or omissions as a result of force majeure, or (iii) damages that the Customer could have insured itself against in connection with the Customer's use of NVE and/or MotorController.
- 5.2 WindowMaster shall not be liable for damage resulting from errors in the parts and/or services delivered by a third party, e.g. electric companies, telecommunications companies, Internet providers etc., or problems with signal transmission derived from such products or services in connection with the use of NVE and/or MotorController. Furthermore, WindowMaster is not able to detect such errors and therefore cannot notify the Customer of the errors. Corrections of any damage to components connected to NVE and/or MotorController as a result of such errors, shall be made at the Customer's expense.
- 5.3 WindowMaster shall not be liable for damage to electronic equipment such as smartphones, tablets, PCs, etc. on which the application for use with NVE mentioned in item 1.1 is downloaded, installed and used.
- 5.4 WindowMaster shall not be liable for downtime of the secured cloud server, which is controlled by WindowMaster and which the Customer's climate data and system events are uploaded to during the Customer's use of NVE.
- 5.5 WindowMaster shall not be liable for consequential damage that may arise in connection with the Customer's, Customer Administrator's or registered users' configuration changes in NVE.
- 5.6 WindowMaster's liability is limited in any event to a maximum of DKK 100,000. If the Customer believes it has a claim against WindowMaster, the Customer must immediately notify WindowMaster thereof via Info.dk@windowmaster.com.

6. EXPIRY AND TERMINATION

- 6.1 Except in the case in item 6.2, the Terms shall apply until the Customer or WindowMaster terminates the Terms. The Customer and WindowMaster may each terminate the Terms by giving written advance notice, including by email, of one (1) month, effective at the end of a month. WindowMaster may immediately cancel the Customer's and the registered users' access to NVE with immediate effect if the Customer demonstrates gross negligence with respect to its obligations as provided for in the Terms.

6.2 The license stated in item 2.1 shall be renegotiated prior to expiry if the Customer wishes to continue the function of the Dashboard and App. WindowMaster may contact the Customer for the purpose of renegotiating the license period.

7. VENUE AND GOVERNING LAW

7.1 The Terms are governed by and interpreted according to Danish law, without regard for Danish rules concerning conflict of laws to the extent that such rules would result in a governing law other than Danish law.

7.2 Any dispute arising in connection with the Terms and which cannot be settled amicably shall be brought before the Court in Lyngby, Lyngby Hovedgade 96, DK-2800 Kgs. Lyngby, Denmark.

8. ACCEPTANCE AND AMENDMENT OF THE TERMS

8.1 The Customer has accepted the Terms. WindowMaster is entitled to amend the Terms at any time without notifying the Customer. Therefore, the Customer is advised to review the Terms regularly.

9. SERVICE DEPARTMENT

Denmark: service.dk@windowmaster.com
Norway: service.no@windowmaster.com
Great Britain: service.uk@windowmaster.com
Switzerland: service.ch@windowmaster.com
Germany: service.de@windowmaster.com
Other: service.dk@windowmaster.com