

# GENERAL TERMS FOR NV Embedded® with Cloud Solution

(Latest update April/2019)

## **1 ON NV EMBEDDED®, DATA UPLOAD AND DATA STORAGE**

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- 1.1 The climate control system NV Embedded® ("NVE") consists of, among other things, an intelligent control system ("MotorController") for the automatic control of Natural Ventilation. 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 user via the MotorController's configuration menu.
- 1.2 NVE with cloud solution is a license-subject service which, via the hardware mentioned in item 1.1 gives the Customer and other registered users access to uploaded climate data and system events, including remote control of the system and receipt of remote support for the system from WindowMaster. The said license is governed by the User Terms for NVE, which the Customer enters into when it starts using NVE.
- 1.3 NVE with cloud solution is offered by WindowMaster International A/S, Skelstedet 13, 2950 Vedbæk, Denmark, ("WindowMaster") for WindowMaster's customers (the "Customer").
- 1.4 These General Terms ("GT") for data upload and data storage in connection with the use of NVE and the User Terms for NVE, which the Customer enters into when it begins using NVE, shall govern the Customer's use of NVE.
- 1.5 If the Customer designates a third party as Administrator, that party must also accede to the GT.

## **2 DATA PROCESSING**

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- 2.1 See the User Terms for NVE for information on processing of data.
- 2.2 The Customer accepts that WindowMaster may contact the Customer by email with service notifications with regard to, but not limited to, data and system events uploaded during the Customer's use of NVE and the statistics and analyses compiled by WindowMaster with a view to optimising the Customer's use of NVE.

## **3 LIMITATION OF LIABILITY**

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- 3.1 WindowMaster is liable according to the general rules of Danish law, and WindowMaster will 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 the system.
- 3.2 WindowMaster shall not be liable for damages as a result of errors in parts and/or services delivered by a third party, such as electric companies, telecommunications companies, Internet providers etc., or problems with signal transmission derived from such products or services when using NVE and/or the system. 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 the system as a result of such errors, shall be made at the Customer's expense.

- 3.3 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 in connection with the Customer's use of NVE.
- 3.4 WindowMaster shall not be liable for consequential damage that may arise in connection with the Customer's, the Administrator's or registered users' configuration changes in NVE.
- 3.5 WindowMaster's liability is limited in any event to a maximum of DKK 100,000, unless stipulated otherwise by law. If the Customer believes it has a claim against WindowMaster, the Customer must immediately notify WindowMaster thereof via [Info.dk@windowmaster.com](mailto:Info.dk@windowmaster.com).

#### **4 EXPIRY AND TERMINATION**

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- 4.1 The GT shall remain in effect until the Customer or WindowMaster terminates the GT. The Customer and WindowMaster may each terminate the GT 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 if the Customer demonstrates gross negligence with respect to its obligations as provided for in the GT.

#### **5 VENUE AND GOVERNING LAW**

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- 5.1 The GT are governed by and interpreted according to Danish law, without regard for Danish rules concerning conflict of laws to the extent such rules would result in a governing law other than Danish law.
- 5.2 Any dispute arising in connection with the GT and which cannot be settled amicably shall be brought before the Court in Lyngby, Lyngby Hovedgade 96, DK-2800 Kgs. Lyngby, Denmark.

#### **6 ACCEPTANCE AND AMENDMENT OF THE GT**

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